

ORIGINAL



0000074459

Jim West
Direct Line
602.570.4557

jimwest@365coronado.com

July 3, 2007

Elijah Abinah
Assistant Director/Acting Chief Accountant
Regulatory Analysis Section
Utilities Division
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007-2927

Arizona Corporation Commission

DOCKETED

JUL - 5 2007

DOCKETED BY	
<i>Wm</i>	<i>ne</i>

AZ CORP COM
DOCKET CONTROL

2007 JUL - 5 A 11:41

RECEIVED

Re: Letter of Deficiency
Dells Water Company - Application for Rate Increase- Docket # W-02065A-07-0314

1304

Dear Mr. Abinah:

Please accept the following as Dells Water Company's response to your Letter of Insufficiency dated June 20, 2007.

1. Per examination of a notice of legal action dated September 14, 1993, as filed by the Legal Division of the Arizona Corporation Commission ("Commission"). There are several compliance items unresolved that arose from Decision. No. 58102 (12/9/92). Please indicate if the Company has complied with the following items listed below. If the Company has complied, please send us supporting documentation, if the Company has not complied, state the reasons for noncompliance.

- a. Wilhoit Water Company, Inc. shall file copies with the Director of the Utilities Division of "paid-in-full" tax statements for current property tax payments within 90 days of the tax statement due date (Due 2/1/93).

The Company is unaware as to whether or not copies of the "paid-in-full" statements for the current property taxes were ever filed with the Director of the Utilities Division. However, the Yavapai County Treasurer's Office reflects the following:

Dells Water Company, all property taxes from 1983 through 2000 were paid in full. Currently, the total delinquent property taxes due, including fees and interest, are \$5,568.97. The Company proposes to pay \$550.00 per year toward

365 East Coronado
Suite 200
Phoenix, AZ 85004
602.230.0066
FAX 602.604.0004

back taxes, together with any payments necessary to maintain current taxes due, until all back taxes are paid in full.

Yavapai Mobile Home Estates, there are two property tax accounts on record with the Yavapai County Treasurer. The first, and more substantial account, shows that taxes were paid in full in 1988 and 1989, the first half of 1992, then from 1993 through 2000. The second account shows taxes paid in the years 2000 and 2001. Currently, for the first account, the total delinquent property taxes due, including fees and interest, are \$24,847.51. For the second account, the total delinquent property taxes due, including fees and interest, are \$136.73. The Company proposes to pay \$2,500.00 per year toward back taxes, together with any payments necessary to maintain current taxes due, until all back taxes are paid in full.

Blue Hills #3, all property taxes from 1999 through 2000 were paid in full. Currently, the delinquent property taxes due, including fees and interest, are \$6,510.34. The Company proposes to pay \$650.00 per year toward back taxes, together with any payments necessary to maintain current taxes due, until all back taxes are paid in full.

Thunderbird Meadows, all property taxes from 1982 through 1990, the first of 1992, and 1993 through 2000 taxes were paid in full. Currently, the delinquent property taxes due, including fees and interest, are \$37,087.79. The Company proposes to pay \$3,700.00 per year toward back taxes, together with any payments necessary to maintain current taxes due, until all back taxes are paid in full.

- b. Wilhoit Water Company, Inc. shall make arrangements with the appropriate taxing authorities to repay all accrued property tax and associated interest and to provide written summary to the Director of Utilities Division of the details of such arrangements/agreements (Due 6/9/93).**

The Company is unaware as to whether or not prior arrangements were made with the taxing authority concerning repayment of back taxes. The Company is awaiting approval of our rate application before corresponding with the Yavapai County Treasurer to be assured that funds will be available to repay back taxes.

- c. Wilhoit Water Company, Inc. shall file an application with the Commission within six months of the date of Decision (12/9/92) requesting approval of the sale of Willow Lakes system and deletion of the corresponding Certificate of Convenience and Necessity ("CC&N") area (Due 6/9/93).**

The Willow Lakes system has been sold and the deletion of the CC&N area has been completed. However, I can find no paperwork on this issue either at the Arizona Corporation Commission or at the offices of Wilhoit Water Company.

2. Per examination of a memo dated September 13, 2006, as filed by Linda Jaress, Executive Consultant III in the Utilities Division of the Commission. The docket is still open and will remain so until further action by the Commission.

- a) Has a sale of Glenarm Farms to the City of Avondale been consummated?
If so, on what date?**

Yes, the sale was consummated on September 10, 2004.

- b) Please provide a copy of the executed sales agreement.**

See attached.

- c&d) What are the parties' intentions regarding the Proposed Order and the Commission review and vote on this matter?
What is the status of the property tax delinquencies of the Wilhoit Water Company relative to the area transferred to Avondale?**

We have recently communicated with Andrew McGuire, the attorney for the City of Avondale. He has tried, without success, to have the County Treasurer, David Schweikert call him back to seek a resolution. The wells have been abandoned. The water piping has been abandoned. The water users are all served directly by the City of Avondale.

The trailing tax issue is one that Mr. McGuire has been seeking to resolve, based upon Arizona law, providing for abatement of older taxes, but he has been unable to reach a resolution.

Avondale and Wilhoit have no intention of unwinding the transaction, but we cannot bring it back for the Commission's review until such time as the tax issue with the Maricopa County Treasurer is resolved.

3. Please file your 2006 annual report with the Utilities Division of the Arizona Corporation Commission.

The 2006 annual report is being prepared and will be filed with the Commission by July 9th 2007

4. Please address how the company has corrected the deficiency items noted in the letter dated 3/20/07 from the Arizona Department of Revenue stating that the Company is not in good standing.

A tax return is currently being prepared for filing. In addition, the nominal fees owed will be paid by July 15, 2007.

5. In regards to invoices submitted, please separate and specify each invoice first by water system (i.e. Tbird, YMHE, BH) and secondly by category of expenses (e.g. purchased water, purchased power, repairs, etc.). Please do this for Dells also.

Many of the Company's invoices do not specifically delineate which site the invoice is assigned to. Therefore, to each specific request response from each of the four systems, invoices that can be assigned are attached and organized accordingly.

6. Please ensure that all appropriate boxes are checked on page 1 of the application.

See attached Page 1 for each of the applications.

7. Please provide Staff with arsenic levels for each individual well broken-out by the three Wilhoit water systems and the Dells Water Company.

The wells are not sampled separately but are a composite of the wells blended together prior to entering the distribution lines.

a)	YMHE:	.316 mg/L
b)	Thunderbird	.044 mg/L
c)	Dells	.032 mg/L
d)	Blue Hills	.180 mg/L

8. Please provide the ADEQ Monitoring Assistance Program invoice for each of the three Wilhoit water systems and the Dells Water Company.

Please see attached.

9. Please explain the relationship with Glenarm Land Co., the Wilhoit water systems, and the Dells Water system and any other company that is affiliated with the water companies. Please include an organizational chart.

The Wilhoit Water Company, Inc. is owned and operated by the same owners that own and operate the Glenarm Land Company, Inc (David Conlin and the Estate of Robert Conlin) Glenarm shares office space, equipment and staff with Wilhoit

and the Dells Water Companies. Glenarm, Wilhoit and Dells file consolidated income tax returns.

- 10. Please provide copies of your last three income tax returns for the Wilhoit and Dells Water Companies.**

Please see attached.

- 11. Bill Count – Bill count does not sufficiently produce test year revenues. Reconcile the amount of difference in amount billed and total metered amount using the Commission's present rate schedule. Additionally, please send a revised copy of the bill count and provide a breakdown of each bill over 100,000 gallons. See page 26, Bill Count Instructions.**

Test years revenues amounted to \$12,387 not \$13,443 as originally reported. During the test year, the only user to bill over 100,000 gallons was the Point of Rock Campground which averaged 315,641 gallons per month.

- 12. ADOR certificate is NOT included with application.**

The ADOR has not responded to the request the Company sent it on 4/23/07. An additional request was sent on 6/26/07. Upon receipt of the ADOR certificate by Company, a copy will be promptly forwarded to the ACC.

- 13. Most recent ADEQ annual sampling fee invoice for Monitoring Assistance Program is not filed with application.**

The ADEQ annual sampling fee is attached to the overall compliance response documents filed separately with the ACC.

- 14. Invoices for each plant asset purchased in excess of \$150 for the test year, as well as all of the intervening years, are not filed with the application. If NONE, please provide confirmation.**

Historic data for plant additions is not available because the Company destroys all invoices over five years old and a new company computer was purchased in 2002, so no computer data prior to 2002 is available. Furthermore, the plant additions were very small in amount, resulting from the purchase of a few new meters from time to time and therefore no additions were computed in the application. New "zeroed out" page 13 schedules are provided here.

- 15. Plant additions and retirements schedule by year not filled out. Provide confirmation if there's no addition or retirements.**

See response to 14, above.

- 16. Submit rent invoices for the test year to substantiate rent expense of \$2,400. No invoices submitted.**

There is no written rental agreement between Dells Water Company, Inc. and Glenarm Land Company, Inc. The company books a rent of \$200.00 per month to Glenarm from Dells.

- 17. Provide invoices for Acct. 620 – Repairs and Maintenance.**

All available invoices are attached hereto.

- 18. Provide additional invoices for Purchased Power. Submitted invoices do not support total expenses claimed in test year.**

Invoices for purchased power are attached hereto and total \$2,594.68 rather than the reported amount of \$3,776.00.

- 19. Provide additional invoices for Miscellaneous Expenses. Submitted invoices do not support total expenses claimed in test year.**

All available invoices are attached hereto. In addition, the Company's checkbook ledger is attached. Copies of cancelled checks will be made available at the ACC's request.

- 20. Provide additional invoices for Water Testing. Submitted invoices do not support total expenses claimed in test year.**

The Company has provided all available invoices that it possesses for Water Testing at this time. Additional copies of invoices already sent to the ACC are attached hereto.

- 21. Reconcile Balance Sheet to ensure total assets equals with liabilities and equity.**

See attached.

- 22. Provide explanation of Acct. 146 – Notes/Receivables from Associated Companies with a balance in the amount of \$11,921 at the end of the test year.**

Dells Water Company, Inc. made a loan to Wilhoit Water Company, Inc. which remains unpaid.

23. Advances in Aid of Construction ("AIAC") and Contributions in Aid of Construction ("CIAC") Schedules – confirm that there are no additions or refunds since the company existed.

The Company hereby confirms that there have been no additions or refunds to the advances in aid of construction or contributions in aid of construction since the company existed.

24. On page 5 of application, Affiliate Relationship, under assets owned jointly with any affiliated or subsidiary entities is marked NO. Please mark the appropriate box and provide explanation as instructed on the application.

The Dells Water Company, Inc. is owned and operated by the same owners that own and operate the Glenarm Land Company, Inc (David Conlin and the Estate of Robert Conlin). Glenarm shares office space, equipment and staff with Wilhoit and the Dells Water Companies. Glenarm, Wilhoit and Dells file consolidated income tax returns.

25. On page 7 of the application regarding stockholders and number of shares owned, provide an update of current company ownership and number of shares owned.

Currently, there are 1,000 shares of stock issued, which are owned in equal shares by David A. Conlin, Jr. and The Estate of Robert D. Conlin.

26. On page 18 of the application, there is no amount of gallons pumped. Please fill in the amount of gallons pumped by Dells Water Company's wells.

The well meters are not read currently, therefore there is no current data. There is a lock issue on the well that is currently being rectified. The Company anticipates the well meter readings to begin sometime in late-July, 2007.

27. Please reconcile the inconsistencies on the number of metered customers. On page 6 of the application, there are 74 metered customers; but on page 17, only 67 meters are listed by the Company.

The discrepancy found between Page 17 and Page 6 is due to the transition between new and old customers in any given month, whereby two customers were listed per one meter in such a case.

The following needs to be filed before a decision will be issued.

28. File curtailment tariff.

A curtailment tariff has been filed with the ACC. See attached.

29. Send new affidavit certifying that customers were notified of the much higher rate increase of 57%.

The amended Affidavit was sent to all of the customers on May 21, 2007, a copy of which is attached.

In addition, we have also included a revised page 16, Water Company Plant Description and a revised page 20, Depreciation Schedule.

Please notify us if there any further questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim West', is written over the printed name.

Jim West

/attachments

REVISED

Company Name: The Dells Water Company, Inc.	Test Year Ended: 12/31/2006
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WATER COMPANY PLANT DESCRIPTION CONTINUED

MAINS			CUSTOMER METERS	
Size (in inches)	Material	Length (in feet)	Size (in inches)	Quantity
2			5/8 x 3/4	64
3			3/4	
4			1	
5			1 1/2	
6			2	3
8			Comp. 3	
10			Turbo 3	
12			Comp. 4	
			Turbo 4	
			Comp. 6	
			Turbo 6	

For the following three items, please list the utility owned assets in each category.

TREATMENT EQUIPMENT:

STRUCTURES:

OTHER:

Company Name: The Dells Water Company, Inc.	Test Year Ended: 12/31/2006
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BALANCE SHEET (CONTINUED)

	LIABILITIES	BALANCE AT BEGINNING OF TEST YEAR	BALANCE AT END OF TEST YEAR
	CURRENT LIABILITIES		
231	Accounts Payable	\$	\$
232	Notes Payable (Current Portion)		
234	Notes/Accounts Payable to Associated Companies	2,000	4,000
235	Customer Deposits	70	70
236	Accrued Taxes		
237	Accrued Interest		
241	Miscellaneous Current and Accrued Liabilities		
	TOTAL CURRENT LIABILITIES	\$ 2,070	\$ 4,070
	LONG-TERM DEBT (Over 12 Months)		
224	Long-Term Notes and Bonds	\$	\$
	DEFERRED CREDITS		
251	Unamortized Premium on Debt	\$	\$
252	Advances in Aid of Construction		\$ *
255	Accumulated Deferred Investment Tax Credits		
271	Gross Contributions in Aid of Construction		\$ **
272	Less: Amortization of Contributions		(\$)
281	Accumulated Deferred Income Tax		
	TOTAL DEFERRED CREDITS	\$	\$
	TOTAL LIABILITIES	\$ 2,070	\$ 4,070
	CAPITAL ACCOUNTS		
201	Common Stock Issued	\$ 20,500	\$ 20,500
211	Paid in Capital in Excess of Par Value		
215	Retained Earnings	<1,332>	<4,463>
218	Proprietary Capital (Sole Props and Partnerships)		
	TOTAL CAPITAL	\$ 19,168	\$ 16,037
	TOTAL LIABILITIES AND CAPITAL	\$ 21,238	\$ 20,107

Note: Account 272 should be subtracted from Total Deferred Credits.

** Must equal page 24, Total Advances in Aid of Constructions*

*** Must equal page 25, Total Advances*

REVISED

Company Name:	The Dells Water Company, Inc.	Test Year Ended:	12/31/2006
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BALANCE SHEET

Acct. No.		BALANCE AT BEGINNING OF TEST YEAR	BALANCE AT END OF TEST YEAR
	ASSETS		
	CURRENT AND ACCRUED ASSETS		
131	Cash	\$ 2,802	\$ 1,671
134	Working Funds		
135	Temporary Cash Investments		
141	Customer Accounts Receivable		
146	Notes/Receivables from Associated Companies	11,921	11,921
151	Plant Material and Supplies		
162	Prepayments		
174	Miscellaneous Current and Accrued Assets		
	TOTAL CURRENT AND ACCRUED ASSETS	\$ 14,723	\$ 13,592
	FIXED ASSETS		
101	Utility Plant in Service	\$ 45,212	\$ 45,212 *
103	Property Held for Future Use		
105	Construction Work in Progress		
108	Accumulated Depreciation – Utility Plant ("AD-UP")	<38,698>	(\$ <38,698>)**
121	Non-Utility Property		
122	Accumulated Depreciation – Non Utility ("AD-NU")		(\$)
	TOTAL FIXED ASSETS	\$ 6,514	\$ 6,514
	TOTAL ASSETS	\$ 21,237	\$ 20,106

Note: Total Assets on this page should equal the sum of Total Liabilities and Total Capital on page 22. Also, numbers in parentheses should be subtracted. For example, Accounts 108 and 122 should be subtracted from Total Fixed Assets.

** Must equal page 15, original cost*

*** Must equal page 15, accumulated depreciation*

TARIFF SCHEDULE

Utility: Dells Water Company
Docket No.: _____
Phone No.: 602-236-0066

Tariff Sheet No.: 1 of 4
Decision No.: _____
Effective: June 27, 2007

CURTAILMENT PLAN FOR Dells Water Company (Template 063004)

ADEQ Public Water System No: 13029

Dells Water Company ("Company"), is authorized to curtail water service to all customers within its certificated area under the terms and conditions listed in this tariff.

This curtailment plan shall become part of the Arizona Department of Environmental Quality Emergency Operations Plan for the Company.

The Company shall notify its customers of this new tariff as part of its next regularly scheduled billing after the effective date of the tariff or no later than sixty (60) days after the effective date of the tariff.

The Company shall provide a copy of the curtailment tariff to any customer, upon request.

Stage 1 Exists When:

Company is able to maintain water storage in the system at 100 percent of capacity and there are no known problems with its well production or water storage in the system.

Restrictions: Under Stage 1, Company is deemed to be operating normally and no curtailment is necessary.

Notice Requirements: Under Stage 1, no notice is necessary.

Stage 2 Exists When:

- a. Company's water storage or well production has been less than 80 percent of capacity for at least 48 consecutive hours, and
- b. Company has identified issues such as a steadily declining water table, increased draw down threatening pump operations, or poor water production, creating a reasonable belief the Company will be unable to meet anticipated water demand on a sustained basis.

Restrictions: Under Stage 2, the Company may request the customers to voluntarily employ water conservation measures to reduce water consumption by approximately 50 percent. Outside watering should be limited to essential water, dividing outside watering on some uniform basis (such as even and odd days) and eliminating outside watering on weekends and holidays.

TARIFF SCHEDULE

Utility: Bells Water Company
Docket No.: _____
Phone No.: 662-236-0066

Tariff Sheet No.: 2 of 4
Decision No.: _____
Effective: June 27, 2007

Notice Requirements: Under Stage 2, the Company is required to notify customers by delivering written notice door to door at each service address, or by United States first class mail to the billing address or, at the Company's option, both. Such notice shall notify the customers of the general nature of the problem and the need to conserve water.

Stage 3 Exists When:

- a. Company's total water storage or well production has been less than 50 percent of capacity for at least 24 consecutive hours, and
- b. Company has identified issues such as a steadily declining water table, increased draw down threatening pump operations, or poor water production, creating a reasonable belief the Company will be unable to meet anticipated water demand on a sustained basis.

Restrictions: Under Stage 3, Company shall request the customers to voluntarily employ water conservation measures to reduce daily consumption by approximately 50 percent. All outside watering should be eliminated, except livestock, and indoor water conservation techniques should be employed whenever possible. Standpipe service shall be suspended.

Notice Requirements:

1. Company is required to notify customers by delivering written notice to each service address, or by United States first class mail to the billing address or, at the Company's option, both. Such Notice shall notify the customers of the general nature of the problem and the need to conserve water.
2. Beginning with Stage 3, Company shall post at least 2 signs showing the curtailment stage. Signs shall be posted at noticeable locations, like at the well sites and at the entrance to major subdivisions served by the Company.
3. Company shall notify the Consumer Services Section of the Utilities Division of the Corporation Commission at least 12 hours prior to entering Stage 3.

Once Stage 3 has been reached, the Company must begin to augment the supply of water by either hauling or through an emergency interconnect with an approved water supply in an attempt to maintain the curtailment at a level no higher than Stage 3 until a permanent solution has been implemented.

TARIFF SCHEDULE

Utility: Dells Water Company
Docket No.: _____
Phone No.: 662-236-0066

Tariff Sheet No.: 3 of 4
Decision No.: _____
Effective: June 7, 2007

Stage 4 Exists When:

- a. Company's total water storage or well production has been less than 25 percent of capacity for at least 12 consecutive hours, and
- b. Company has identified issues such as a steadily declining water table, increased draw down threatening pump operations, or poor water production, creating a reasonable belief the Company will be unable to meet anticipated water demand on a sustained basis.

Restrictions: Under Stage 4, Company shall inform the customers of a **mandatory** restriction to employ water conservation measures to reduce daily consumption. Failure to comply will result in customer disconnection. The following uses of water shall be prohibited:

- ◆ Irrigation of outdoor lawns, trees, shrubs, or any plant life is prohibited
- ◆ Washing of any vehicle is prohibited
- ◆ The use of water for dust control or any outdoor cleaning uses is prohibited
- ◆ The use of drip or misting systems of any kind is prohibited
- ◆ The filling of any swimming pool, spas, fountains or ornamental pools is prohibited
- ◆ The use of construction water is prohibited
- ◆ Restaurant patrons shall be served water only upon request
- ◆ Any other water intensive activity is prohibited

The Company's operation of its standpipe service is prohibited. The addition of new service lines and meter installations is prohibited.

Notice Requirements:

1. Company is required to notify customers by delivering written notice to each service address, or by United States first class mail to the billing address or, at the Company's option, both. Such notice shall notify the customers of the general nature of the problem and the need to conserve water.
2. Company shall post at least 2 signs showing curtailment stage. Signs shall be posted at noticeable locations, like at the well sites and at the entrance to major subdivisions served by the Company.
3. Company shall notify the Consumer Services Section of the Utilities Division of the Corporation Commission at least 12 hours prior to entering Stage 4.

TARIFF SCHEDULE

Utility: Dells Water Company
Docket No.: _____
Phone No.: 662-236-6666

Tariff Sheet No.: 4 of 4
Decision No.: _____
Effective: June 27, 2007

Customers who fail to comply with the above restrictions will be given a written notice to end all outdoor use. Failure to comply within two (2) working days of receipt of the notice will result in temporary loss of service until an agreement can be made to end unauthorized use of outdoor water. To restore service, the customer shall be required to pay all authorized reconnection fees. If a customer believes he/she has been disconnected in error, the customer may contact the Commission's Consumer Services Section at 1-800-222-7000 to initiate an investigation.

Once Stage 4 has been reached, the Company must augment the supply of water by hauling or through an emergency interconnect from an approved supply or must otherwise provide emergency drinking water for its customers until a permanent solution has been implemented.

REVISED

Company Name: The Dells Water Company, Inc.	Test Year Ended: 12/31/2006
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WATER COMPANY PLANT DESCRIPTION

WELLS

ADWR ID Number*	Pump Horsepower	Pump Yield (gpm)	Casing Depth (Feet)	Casing Diameter (inches)	Meter Size (inches)	Year Drilled
55-802747	Not In Service	40	30			
55-802748	3	50	60	6	2	Unknown
55-802749	1	5	45	Hand Dug	0.75	Unknown
55-802759	Not In Service	8	285	6		

* Arizona Department of Water Resources Identification Number

OTHER WATER SOURCES

Name or Description	Capacity (gpm)	Gallons Purchased or Obtained (in thousands)

BOOSTER PUMPS

Horsepower	Quantity

FIRE HYDRANTS

Quantity Standard	Quantity Other

STORAGE TANKS

Capacity	Quantity
6,000	1

PRESSURE TANKS

Capacity	Quantity
2,100	1

REVISED

Company Name: The Dells Water Company, Inc.	Test Year Ended: 12/31/2006
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CALCULATION OF DEPRECIATION EXPENSE

Acct. No..	Description	Original Cost	Depreciation Percentage	Depreciation Expense
		<i>Column A</i>	<i>Column B</i>	<i>Column C*</i>
301	Organization			
302	Franchises			
303	Land & Land Rights		N/A	
304	Structures & Improvements	\$478	5%	\$23
307	Wells & Springs	\$4,458	5%	\$223
311	Pumping Equipment	\$19,517	5%	\$976
320	Water Treatment Equipment	\$905	5%	\$45
320.1	Water Treatment Plants			
320.2	Solution Chemical Feeders			
330	Distribution Reservoirs & Standpipes	\$2,400	5%	\$120
330.1	Storage Tanks			
330.2	Pressure Tanks			
331	Transmission & Distrib. Mains	\$11,363	5%	\$568
333	Services			
334	Meters & Meter Installations	\$1,460	5%	\$73
335	Hydrants			
336	Backflow Prevention Devices			
339	Other Plant & Misc. Equipment			
340	Office Furniture & Equipment			
340.1	Computers & Software			
341	Transportation Equipment			
343	Tools, Shop & Garage Equip.			
344	Laboratory Equipment			
345	Power Operated Equipment			
346	Communication Equipment			
347	Miscellaneous Equipment	\$4,631	5%	\$232
348	Other Tangible Plant			
	TOTAL WATER PLANT	\$45,212	5%	\$2,260

Note: Use Test Year ending balances for column 1, and approved depreciation rates from the prior rate case in column 2.

** Column C = Column A x Column B*

WATER RATE APPLICATION CHECKLIST

Please use the following checklist to ensure that all necessary attachments are included in the application. Provide an explanation for any omitted item. Please include 15 copies of this application in your application submission. Also, please include three packets with copies of checklist items 5-11.

ORIGINAL APPLICATION PACKAGE ITEMS



1. The Arizona Department of Environmental Quality ("ADEQ") compliance status report. Use the appropriate request form in the appendix at the end of this application to obtain the status report. A separate form should be used for each public water system, as defined by ADEQ, that is part of this application.



Have not received back as of yet.

2. The Arizona Department of Revenue ("ADOR") certificate of compliance letter of good standing. Use the tax clearance application in the appendix at the end of this application in order to obtain the certificate of compliance. (Send in the certificate of compliance with your application.)



3. The utility's most recent ADEQ annual sampling fee invoice for its Monitoring Assistance Program.



4. Invoices for each plant asset purchase in excess of \$150 for the Test Year, as well as all of the intervening years since the utility's prior Test Year as itemized on page 13.

Please provide 3 packets with copies of the following information to support entries on the Income Statement on page 19:



5. A breakdown by name, position, salary, and duties for the Salaries and Wages expense. (Acct. 601)

N/A



6. Invoices for Purchased Water during the Test Year. (Acct. 610)



7. Invoices for Purchased Power during the Test Year. (Acct. 615)



8. Invoices for Repairs and Maintenance in excess of \$150 incurred during the Test Year. (Acct. 620)



9. Invoices for Outside Services in excess of \$150 incurred during the Test Year. (Acct. 630)



10. Invoices for Water Testing during the Test Year (Acct. 635)



11. Statements from the county for Property Tax expenses incurred during the Test Year. (Acct. 408.11)

A consolidated statement is attached.



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
MONITORING ASSISTANCE PROGRAM
ANNUAL SAMPLING FEE INVOICE

* Pursuant to A.R.S. § 49-113, interest will be charged if full payment is not received by the specified due date. If you dispute the amount listed, please contact ADEQ as soon as possible. To reduce interest costs on an unpaid invoice, you may remit an amount that you believe is not in dispute. However, if nonpayment is due to wilful neglect, you may suffer an additional five percent penalty of up to twenty-five percent of the amount due for each month or fraction of a month the amount is past due.

If you have any questions about your invoice, contact W. Scott Steinhagen at (602) 771-4445 or toll-free within Arizona at (800) 234-5677, extension 771-4445.

Pursuant to A.R.S. § 49-360 F and A.A.C. R18-4-224 through R18-4-226, "The director shall establish fees for the monitoring assistance program to be collected from all public water systems..."

Owner Id #: 6748	Invoice Number 63219
To: DELLS WATER COMPANY, INC PO BOX 870 CLARKDALE, AZ 86324	Public Water System ID #: 13029
	Billing for Calendar Year: 2007
	Due Date: December 18, 2006
	Total Amount Due \$ 422.19
	Amount Paid \$

↑ Keep the top portion for your records. ↑

ADEQ Federal Tax #866004791

DELLS WATER COMPANY, INC.

ADEQ			11/15/2006		1776	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/15/2006	Bill	63219	422.19	422.19		422.19
				Check Amount		422.19

Dells Bank of America

422.19



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
MONITORING ASSISTANCE PROGRAM
ANNUAL SAMPLING FEE INVOICE



Pursuant to A.R.S. § 49-113, interest will be charged if full payment is not received by the specified due date. If you dispute the amount listed, please contact ADEQ as soon as possible. To reduce interest costs on an unpaid invoice, you may remit an amount that you believe is not in dispute. However, if nonpayment is due to wilful neglect, you may suffer an additional five percent penalty of up to twenty-five percent of the amount due for each month or fraction of a month the amount is past due.

If you have any questions about your invoice, contact W. Scott Steinhagen at (602) 771-4445 or Mike Hill at (602) 771-4518 or toll-free within Arizona at (800) 234-5677, extension 771-4445.

Pursuant to A.R.S. § 49-360 F and A.A.C. R18-4-224 through R18-4-226, "The director shall establish fees for the monitoring assistance program to be collected from all public water systems..."

Owner Id #: 6748	Invoice Number 62335
To: DELLS WATER CO INC PO BOX 870 CLARKDALE, AZ 86324	Public Water System ID #: 13029
	Billing for Calendar Year: 2006
	Due Date: January 30, 2006
	Total Amount Due \$ 422.19
	Amount Paid \$

↑ Keep the top portion for your records. ↑

ADEQ Federal Tax #866004791

DELLS WATER COMPANY, INC.

ADEQ

Date	Type	Reference	Original Amt.	Balance Due	1/5/2006 Discount	1681 Payment
12/20/200	Bill	13029 - Dells	422.19	422.19		422.19
				Check Amount		422.19

Bank of America - C

422.19

DEPARTMENT OF ENVIRONMENTAL QUALITY

(602) 771-2202 EXT.

211019442

INVOICE NO.	INVOICE DATE	INVOICE DESCRIPTION	AGY	DOCUMENT/SFX	AMOUNT
	03/22/06	PWS ID # 13029	EVA	21111529	332.20

*Water Sampling
605.20*

Credit

VENDORS CAN NOW RECEIVE PAYMENTS VIA THE ACH
AND CREDIT CARD. PLEASE VISIT OUR WEB SITE AT:
[HTTP://WWW.GAO.STATE.AZ.US/VENDOR](http://www.gao.state.az.us/vendor)

FUND:
4220

ISSUE DATE:
03/22/06

WARRANT AMOUNT
332.20

VENDOR NAME: DELLS WATER CO INC

FOLD OR SEPARATE AT COLORED LINE BELOW

REVISED

Company Name: The Dells Water Company, Inc.	Test Year Ended: 12/31/2006
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Plant Additions and Retirements by Year

Acct. No.	Description	Year 93		Year 94	
		Additions	Retirements	Additions	Retirements
301	Organization	-0-	-0-	-0-	-0-
302	Franchises	-0-	-0-	-0-	-0-
303	Land & Land Rights	-0-	-0-	-0-	-0-
304	Structures & Improvements	-0-	-0-	-0-	-0-
307	Wells & Springs	-0-	-0-	-0-	-0-
311	Pumping Equipment	-0-	-0-	-0-	-0-
320	Water Treatment Equipment	-0-	-0-	-0-	-0-
320.1	Water Treatment Plants	-0-	-0-	-0-	-0-
320.2	Solution Chemical Feeders	-0-	-0-	-0-	-0-
330	Distribution Reservoirs & Standpipes	-0-	-0-	-0-	-0-
330.1	Storage Tanks	-0-	-0-	-0-	-0-
330.2	Pressure Tanks	-0-	-0-	-0-	-0-
331	Transmission & Distrib. Mains	-0-	-0-	-0-	-0-
333	Services	-0-	-0-	-0-	-0-
334	Meters & Meter Installations	-0-	-0-	-0-	-0-
335	Hydrants	-0-	-0-	-0-	-0-
336	Backflow Prevention Devices	-0-	-0-	-0-	-0-
339	Other Plant & Misc. Equipment	-0-	-0-	-0-	-0-
340	Office Furniture & Equipment	-0-	-0-	-0-	-0-
340.1	Computers & Software	-0-	-0-	-0-	-0-
341	Transportation Equipment	-0-	-0-	-0-	-0-
343	Tools, Shop & Garage Equip.	-0-	-0-	-0-	-0-
344	Laboratory Equipment	-0-	-0-	-0-	-0-
345	Power Operated Equipment	-0-	-0-	-0-	-0-
346	Communication Equipment	-0-	-0-	-0-	-0-
347	Miscellaneous Equipment	-0-	-0-	-0-	-0-
348	Other Tangible Plant	-0-	-0-	-0-	-0-
	TOTAL WATER PLANT	-0-	-0-	-0-	-0-

Note: Enter all additions and retirements, by year, from the prior test year through the end of the current test year. Enter the totals for the additions and retirements for all intervening years on page 14, Columns B and C, respectively.

REVISED

Company Name: The Dells Water Company, Inc.	Test Year Ended: 12/31/2006
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Plant Additions and Retirements by Year

Acct. No.	Description	Year 95		Year 96	
		Additions	Retirements	Additions	Retirements
301	Organization	-0-	-0-	-0-	-0-
302	Franchises	-0-	-0-	-0-	-0-
303	Land & Land Rights	-0-	-0-	-0-	-0-
304	Structures & Improvements	-0-	-0-	-0-	-0-
307	Wells & Springs	-0-	-0-	-0-	-0-
311	Pumping Equipment	-0-	-0-	-0-	-0-
320	Water Treatment Equipment	-0-	-0-	-0-	-0-
320.1	Water Treatment Plants	-0-	-0-	-0-	-0-
320.2	Solution Chemical Feeders	-0-	-0-	-0-	-0-
330	Distribution Reservoirs & Standpipes	-0-	-0-	-0-	-0-
330.1	Storage Tanks	-0-	-0-	-0-	-0-
330.2	Pressure Tanks	-0-	-0-	-0-	-0-
331	Transmission & Distrib. Mains	-0-	-0-	-0-	-0-
333	Services	-0-	-0-	-0-	-0-
334	Meters & Meter Installations	-0-	-0-	-0-	-0-
335	Hydrants	-0-	-0-	-0-	-0-
336	Backflow Prevention Devices	-0-	-0-	-0-	-0-
339	Other Plant & Misc. Equipment	-0-	-0-	-0-	-0-
340	Office Furniture & Equipment	-0-	-0-	-0-	-0-
340.1	Computers & Software	-0-	-0-	-0-	-0-
341	Transportation Equipment	-0-	-0-	-0-	-0-
343	Tools, Shop & Garage Equip.	-0-	-0-	-0-	-0-
344	Laboratory Equipment	-0-	-0-	-0-	-0-
345	Power Operated Equipment	-0-	-0-	-0-	-0-
346	Communication Equipment	-0-	-0-	-0-	-0-
347	Miscellaneous Equipment	-0-	-0-	-0-	-0-
348	Other Tangible Plant	-0-	-0-	-0-	-0-
	TOTAL WATER PLANT	-0-	-0-	-0-	-0-

Note: Enter all additions and retirements, by year, from the prior test year through the end of the current test year. Enter the totals for the additions and retirements for all intervening years on page 14, Columns B and C, respectively.

REVISED

Company Name: The Dells Water Company, Inc.	Test Year Ended: 12/31/2006
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Plant Additions and Retirements by Year

Acct. No.	Description	Year 97		Year 98	
		Additions	Retirements	Additions	Retirements
301	Organization	-0-	-0-	-0-	-0-
302	Franchises	-0-	-0-	-0-	-0-
303	Land & Land Rights	-0-	-0-	-0-	-0-
304	Structures & Improvements	-0-	-0-	-0-	-0-
307	Wells & Springs	-0-	-0-	-0-	-0-
311	Pumping Equipment	-0-	-0-	-0-	-0-
320	Water Treatment Equipment	-0-	-0-	-0-	-0-
320.1	Water Treatment Plants	-0-	-0-	-0-	-0-
320.2	Solution Chemical Feeders	-0-	-0-	-0-	-0-
330	Distribution Reservoirs & Standpipes	-0-	-0-	-0-	-0-
330.1	Storage Tanks	-0-	-0-	-0-	-0-
330.2	Pressure Tanks	-0-	-0-	-0-	-0-
331	Transmission & Distrib. Mains	-0-	-0-	-0-	-0-
333	Services	-0-	-0-	-0-	-0-
334	Meters & Meter Installations	-0-	-0-	-0-	-0-
335	Hydrants	-0-	-0-	-0-	-0-
336	Backflow Prevention Devices	-0-	-0-	-0-	-0-
339	Other Plant & Misc. Equipment	-0-	-0-	-0-	-0-
340	Office Furniture & Equipment	-0-	-0-	-0-	-0-
340.1	Computers & Software	-0-	-0-	-0-	-0-
341	Transportation Equipment	-0-	-0-	-0-	-0-
343	Tools, Shop & Garage Equip.	-0-	-0-	-0-	-0-
344	Laboratory Equipment	-0-	-0-	-0-	-0-
345	Power Operated Equipment	-0-	-0-	-0-	-0-
346	Communication Equipment	-0-	-0-	-0-	-0-
347	Miscellaneous Equipment	-0-	-0-	-0-	-0-
348	Other Tangible Plant	-0-	-0-	-0-	-0-
	TOTAL WATER PLANT	-0-	-0-	-0-	-0-

Note: Enter all additions and retirements, by year, from the prior test year through the end of the current test year. Enter the totals for the additions and retirements for all intervening years on page 14, Columns B and C, respectively.

REVISED

Company Name: The Dells Water Company, Inc.	Test Year Ended: 12/31/2006
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Plant Additions and Retirements by Year

Acct. No.	Description	Year 99		Year 00	
		Additions	Retirements	Additions	Retirements
301	Organization	-0-	-0-	-0-	-0-
302	Franchises	-0-	-0-	-0-	-0-
303	Land & Land Rights	-0-	-0-	-0-	-0-
304	Structures & Improvements	-0-	-0-	-0-	-0-
307	Wells & Springs	-0-	-0-	-0-	-0-
311	Pumping Equipment	-0-	-0-	-0-	-0-
320	Water Treatment Equipment	-0-	-0-	-0-	-0-
320.1	Water Treatment Plants	-0-	-0-	-0-	-0-
320.2	Solution Chemical Feeders	-0-	-0-	-0-	-0-
330	Distribution Reservoirs & Standpipes	-0-	-0-	-0-	-0-
330.1	Storage Tanks	-0-	-0-	-0-	-0-
330.2	Pressure Tanks	-0-	-0-	-0-	-0-
331	Transmission & Distrib. Mains	-0-	-0-	-0-	-0-
333	Services	-0-	-0-	-0-	-0-
334	Meters & Meter Installations	-0-	-0-	-0-	-0-
335	Hydrants	-0-	-0-	-0-	-0-
336	Backflow Prevention Devices	-0-	-0-	-0-	-0-
339	Other Plant & Misc. Equipment	-0-	-0-	-0-	-0-
340	Office Furniture & Equipment	-0-	-0-	-0-	-0-
340.1	Computers & Software	-0-	-0-	-0-	-0-
341	Transportation Equipment	-0-	-0-	-0-	-0-
343	Tools, Shop & Garage Equip.	-0-	-0-	-0-	-0-
344	Laboratory Equipment	-0-	-0-	-0-	-0-
345	Power Operated Equipment	-0-	-0-	-0-	-0-
346	Communication Equipment	-0-	-0-	-0-	-0-
347	Miscellaneous Equipment	-0-	-0-	-0-	-0-
348	Other Tangible Plant	-0-	-0-	-0-	-0-
	TOTAL WATER PLANT	-0-	-0-	-0-	-0-

Note: Enter all additions and retirements, by year, from the prior test year through the end of the current test year. Enter the totals for the additions and retirements for all intervening years on page 14, Columns B and C, respectively.

REVISED

Company Name: The Dells Water Company, Inc.	Test Year Ended: 12/31/2006
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Plant Additions and Retirements by Year

Acct. No.	Description	Year 01		Year 02	
		Additions	Retirements	Additions	Retirements
301	Organization	-0-	-0-	-0-	-0-
302	Franchises	-0-	-0-	-0-	-0-
303	Land & Land Rights	-0-	-0-	-0-	-0-
304	Structures & Improvements	-0-	-0-	-0-	-0-
307	Wells & Springs	-0-	-0-	-0-	-0-
311	Pumping Equipment	-0-	-0-	-0-	-0-
320	Water Treatment Equipment	-0-	-0-	-0-	-0-
320.1	Water Treatment Plants	-0-	-0-	-0-	-0-
320.2	Solution Chemical Feeders	-0-	-0-	-0-	-0-
330	Distribution Reservoirs & Standpipes	-0-	-0-	-0-	-0-
330.1	Storage Tanks	-0-	-0-	-0-	-0-
330.2	Pressure Tanks	-0-	-0-	-0-	-0-
331	Transmission & Distrib. Mains	-0-	-0-	-0-	-0-
333	Services	-0-	-0-	-0-	-0-
334	Meters & Meter Installations	-0-	-0-	-0-	-0-
335	Hydrants	-0-	-0-	-0-	-0-
336	Backflow Prevention Devices	-0-	-0-	-0-	-0-
339	Other Plant & Misc. Equipment	-0-	-0-	-0-	-0-
340	Office Furniture & Equipment	-0-	-0-	-0-	-0-
340.1	Computers & Software	-0-	-0-	-0-	-0-
341	Transportation Equipment	-0-	-0-	-0-	-0-
343	Tools, Shop & Garage Equip.	-0-	-0-	-0-	-0-
344	Laboratory Equipment	-0-	-0-	-0-	-0-
345	Power Operated Equipment	-0-	-0-	-0-	-0-
346	Communication Equipment	-0-	-0-	-0-	-0-
347	Miscellaneous Equipment	-0-	-0-	-0-	-0-
348	Other Tangible Plant	-0-	-0-	-0-	-0-
	TOTAL WATER PLANT	-0-	-0-	-0-	-0-

Note: Enter all additions and retirements, by year, from the prior test year through the end of the current test year. Enter the totals for the additions and retirements for all intervening years on page 14, Columns B and C, respectively.

REVISED

Company Name: The Dells Water Company, Inc.	Test Year Ended: 12/31/2006
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Plant Additions and Retirements by Year

Acct. No.	Description	Year 03		Year 04	
		Additions	Retirements	Additions	Retirements
301	Organization	-0-	-0-	-0-	-0-
302	Franchises	-0-	-0-	-0-	-0-
303	Land & Land Rights	-0-	-0-	-0-	-0-
304	Structures & Improvements	-0-	-0-	-0-	-0-
307	Wells & Springs	-0-	-0-	-0-	-0-
311	Pumping Equipment	-0-	-0-	-0-	-0-
320	Water Treatment Equipment	-0-	-0-	-0-	-0-
320.1	Water Treatment Plants	-0-	-0-	-0-	-0-
320.2	Solution Chemical Feeders	-0-	-0-	-0-	-0-
330	Distribution Reservoirs & Standpipes	-0-	-0-	-0-	-0-
330.1	Storage Tanks	-0-	-0-	-0-	-0-
330.2	Pressure Tanks	-0-	-0-	-0-	-0-
331	Transmission & Distrib. Mains	-0-	-0-	-0-	-0-
333	Services	-0-	-0-	-0-	-0-
334	Meters & Meter Installations	-0-	-0-	-0-	-0-
335	Hydrants	-0-	-0-	-0-	-0-
336	Backflow Prevention Devices	-0-	-0-	-0-	-0-
339	Other Plant & Misc. Equipment	-0-	-0-	-0-	-0-
340	Office Furniture & Equipment	-0-	-0-	-0-	-0-
340.1	Computers & Software	-0-	-0-	-0-	-0-
341	Transportation Equipment	-0-	-0-	-0-	-0-
343	Tools, Shop & Garage Equip.	-0-	-0-	-0-	-0-
344	Laboratory Equipment	-0-	-0-	-0-	-0-
345	Power Operated Equipment	-0-	-0-	-0-	-0-
346	Communication Equipment	-0-	-0-	-0-	-0-
347	Miscellaneous Equipment	-0-	-0-	-0-	-0-
348	Other Tangible Plant	-0-	-0-	-0-	-0-
	TOTAL WATER PLANT	-0-	-0-	-0-	-0-

Note: Enter all additions and retirements, by year, from the prior test year through the end of the current test year. Enter the totals for the additions and retirements for all intervening years on page 14, Columns B and C, respectively.

REVISED

Company Name: The Dells Water Company, Inc.	Test Year Ended: 12/31/2006
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Plant Additions and Retirements by Year

Acct. No.	Description	Year 05		Year 06	
		Additions	Retirements	Additions	Retirements
301	Organization	-0-	-0-	-0-	-0-
302	Franchises	-0-	-0-	-0-	-0-
303	Land & Land Rights	-0-	-0-	-0-	-0-
304	Structures & Improvements	-0-	-0-	-0-	-0-
307	Wells & Springs	-0-	-0-	-0-	-0-
311	Pumping Equipment	-0-	-0-	-0-	-0-
320	Water Treatment Equipment	-0-	-0-	-0-	-0-
320.1	Water Treatment Plants	-0-	-0-	-0-	-0-
320.2	Solution Chemical Feeders	-0-	-0-	-0-	-0-
330	Distribution Reservoirs & Standpipes	-0-	-0-	-0-	-0-
330.1	Storage Tanks	-0-	-0-	-0-	-0-
330.2	Pressure Tanks	-0-	-0-	-0-	-0-
331	Transmission & Distrib. Mains	-0-	-0-	-0-	-0-
333	Services	-0-	-0-	-0-	-0-
334	Meters & Meter Installations	-0-	-0-	-0-	-0-
335	Hydrants	-0-	-0-	-0-	-0-
336	Backflow Prevention Devices	-0-	-0-	-0-	-0-
339	Other Plant & Misc. Equipment	-0-	-0-	-0-	-0-
340	Office Furniture & Equipment	-0-	-0-	-0-	-0-
340.1	Computers & Software	-0-	-0-	-0-	-0-
341	Transportation Equipment	-0-	-0-	-0-	-0-
343	Tools, Shop & Garage Equip.	-0-	-0-	-0-	-0-
344	Laboratory Equipment	-0-	-0-	-0-	-0-
345	Power Operated Equipment	-0-	-0-	-0-	-0-
346	Communication Equipment	-0-	-0-	-0-	-0-
347	Miscellaneous Equipment	-0-	-0-	-0-	-0-
348	Other Tangible Plant	-0-	-0-	-0-	-0-
	TOTAL WATER PLANT	-0-	-0-	-0-	-0-

Note: Enter all additions and retirements, by year, from the prior test year through the end of the current test year. Enter the totals for the additions and retirements for all intervening years on page 14, Columns B and C, respectively.

Dells Water Co., Inc.
Account QuickReport
 January through December 2006

10:34 AM

07/03/07

Accrual Basis

Type	Date	Num	Name	Memo	Amount
480.10 - Retained Earnings					
Closing Entry	4/30/2006				2,824.86
Total 480.10 - Retained Earnings					2,824.86
756.20 - Repair & Maintenance					
Bill	5/5/2006	Inv #3452	Prescott Pump Service	Inv #3452	26.06
Bill	5/15/2006	Inv #31670	Ernest Dodd	Inv #31670	45.00
Bill	5/31/2006	053106	K.L. Roth	05/31/06	150.00
Check	6/8/2006	1725	Ernest Dodd		70.00
Bill	6/14/2006	Inv #031679	Ernest Dodd	Inv #031679	45.00
Bill	7/5/2006	070506	K.L. Roth	07/05/06	150.00
Bill	8/14/2006	Inv #108	Equipment-Plus	Inv #108	360.00
Bill	8/14/2006	Property Maintenance	K.L. Roth	Aug 06 Property Maintenance	300.00
Bill	8/16/2006	31711	Ernest Dodd	31711	92.55
Bill	9/15/2006	4004	Prescott Pump Service	4004	26.06
Bill	10/11/2006	S125344971.001	HD Supply Plumbing/HVAC, L...	S125344971.001 New Meter	59.14
Bill	10/12/2006	Reimb/Dana Kepner	Ernest Dodd	Reimb/Dana Kepner	86.77
Bill	10/13/2006	4074	Prescott Pump Service	4074	542.50
Bill	10/13/2006	114	Equipment-Plus	Inv #114	450.00
Bill	10/20/2006	115	Equipment-Plus	115	375.00
Bill	10/20/2006	31747	Ernest Dodd	31747	238.27
Bill	10/20/2006	31750	Ernest Dodd	31750	116.00
Deposit	12/7/2006			reimb/already pd in invoices	-86.79
Total 756.20 - Repair & Maintenance					3,045.56
TOTAL					5,870.42

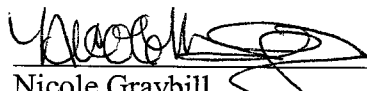
AFFIDAVIT OF NICOLE GRAYBILL

STATE OF ARIZONA)
) ss.
County of Maricopa)

Nicole Graybill, being first duly sworn, upon oath, deposes and says:

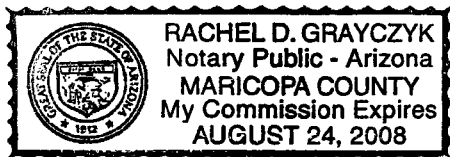
1. I am over the age of 21 and am competent to testify to the matters stated here in a court of law.
2. I mailed copies of the attached amended customer notifications, by first class, metered mail, to the customers of The Dells on June 18, 2007.

EXECUTED this 18th day of June, 2007.




Nicole Graybill

SUBSCRIBED AND SWORN to before me this 18th day of June, 2007, by
Nicole Graybill.



My Commission Expires



Notary Public

AMENDED

THE DELLS WATER COMPANY, INC.

CUSTOMER NOTIFICATION

June 15, 2007

The Dells Water Company, Inc. has applied to the Arizona Corporation Commission for an adjustment in rates. The current rates have been in effect since May of 1990. An increase in rates is necessary at this time due to the current maintenance costs of the system and since no rate increase has been sought since 1990. Based on the Company's un-audited Test Year results, The Dells Water Company, Inc., realized an operating loss of \$4,303. The Company is requesting a revenue increase of \$7,697.68 or 57% of total revenues. Please see the attached pages 9 and 11 of the Company's application for the current and proposed rates.

The Application is available for inspection during regular business hours at the offices of the Commission in Phoenix at 1200 West Washington Street and at 901 1st South Street, Clarkdale, Arizona. (If located in the Tucson area, call 800-535-0148 or 520-628-6555.) Please be advised that the rates and charges ultimately approved by the Commission may be higher or lower than the rates and charges requested in the Application.

Customer input is an important part of the Commission's analysis of the requested adjustment and it is a factor in determining whether a hearing will be conducted. Customers should bring to the Commission's attention any questions or concerns related to the Company's reasonableness of charges. Customers may have the right to intervene in this matter. Customers wishing to communicate with the Commission, or request information on intervention in the proceeding, should contact the Commission's Consumer Services Section at 800-222-700 (if located outside the Phoenix local calling area) or 602-542-4251 in the Phoenix local calling area. Customers may also contact the Tucson Commission office by calling 800-535-0148 (if located outside the Tucson local calling area) or 520-628-6555 in the Tucson local calling area.

Customers are advised that the Commission may act upon the Application without a hearing. Regardless of whether a formal hearing is held, customer comments submitted in writing will be placed in the office file, which the Commission reviews prior to making its final decision on the Application. It is important that customers contact the Commission within 15 days of the receipt of this notice so that the Commissioner's Staff can consider customer comments and concerns in developing its recommendations to the Commission.

Company Name: The Dells Water Company, Inc.	Test Year Ended: 12/31/2006
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CURRENT AND PROPOSED RATES AND CHARGESCUSTOMER CLASS: ☒ Residential ☐ Commercial ☐ Industrial☐ Irrigation ☐ All ☐ Other, specify _____

MINIMUM OR SERVICE CHARGES	CURRENT RATES		PROPOSED RATES	
	\$	GALLONS	\$	GALLONS
5/8" x 3/4" Meter	\$6.00	for 2,000	\$8.00	for 0
3/4" Meter	\$9.00	for 2,000	N/A	for N/A
1" Meter	\$15.00	for 2,000	N/A	for N/A
1-1/2" Meter	\$30.00	for 2,000	N/A	for N/A
2" Meter	\$48.00	for 2,000	N/A	for N/A
3" Meter	N/A	for N/A	N/A	for N/A
4" Meter	N/A	for N/A	N/A	for N/A
5" Meter	N/A	for N/A	N/A	for N/A
6" Meter	N/A	for N/A	N/A	for N/A

GALLONS IN EXCESS OF MINIMUM	Current Rates		Proposed Rates	
	Rate	Gallons	Rate	Gallons
Commodity Charge in Excess of Minimum (Charge Per 1,000 Gallons)				
First Tier	\$	Up to _____	\$	Up to _____
Second Tier	\$	_____ to _____	\$	_____ to _____
Third Tier	\$	Over _____	\$	Over _____
FLAT RATE	\$1.20 Per 1,000	Per Month	\$1.78 Per 1,000	Per Month

Note: If rates and charges vary across customer classes, duplicate the form and complete one for each rate class. (e.g., residential, commercial) unless "All" is checked.

Company Name: The Dells Water Company, Inc.	Test Year Ended: 12/31/2006
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CURRENT AND PROPOSED SERVICE CHARGESCUSTOMER CLASS: ☒ Residential ☐ Commercial ☐ Industrial☐ Irrigation ☐ All ☐ Other, specify _____

SERVICE LINE AND METER INSTALLATION CHARGES	CURRENT CHARGES	PROPOSED CHARGES
5/8" X 3/4" Meter	\$ 265.00	\$ 520.00
3/4" Meter	\$ 295.00	\$ 600.00
1" Meter	\$ 345.00	\$ 690.00
1-1/2" Meter	\$ 520.00	\$ 935.00
2" Meter	\$ 725.00	\$ 1,595.00
3" Meter	\$ N/A	\$ 2,275.00
4" Meter	\$ N/A	\$ 3,520.00
5" Meter	N/A	N/A
6" Meter	\$ N/A	\$ 6,275.00

Establishment (R14-2-403.D.1)	\$ 20.00	\$ 100.00
Establishment (after hours) (R14-2-403.D.2)	\$ N/A	\$ N/A
Reconnection (delinquent) (R14-2-403.D.1)	\$ 60.00	\$ 100.00
Reconnection (delinquent) after hours	\$ N/A	\$ N/A
Meter Test /IF CORRECT (R14-2-408.F.1)	\$ 50.00	\$ 150.00
Deposit (R14-2-403.B.7)	\$ PER RULE	\$ PER RULE
Deposit Interest (R14-2-403.B.3)	PER RULE %	PER RULE %
Re-establishment (within 12 months) (R14-2-403.D.1)	\$ MONTHS OFF THE SYSTEM TIMES THE MINIMUM	\$ MONTHS OFF THE SYSTEM TIMES THE MINIMUM
NSF Check (R14-2-409F.1)	\$ 15.00	\$ 35.00
Deferred Payment (R14-2-409.G.6)	6.0% PER ANNUM %	6.0% PER ANNUM %
Meter Re-read/IF CORRECT (R14-2-408.C.2)	\$ 15.00	\$ 35.00
Late Fee	\$ N/A	\$ 10.00

Note: If rates and charges vary across customer classes, duplicate the form and complete one for each rate class. (e.g., residential, commercial) unless "All" is checked.

PURCHASE AND SALE AGREEMENT
BETWEEN THE CITY OF AVONDALE
AND
WILHOIT WATER COMPANY

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of July 01, 2003 by and between Wilhoit Water Company, an Arizona corporation (the "Seller") and the City of Avondale, an Arizona municipal corporation, (the "Buyer"). Buyer and Seller are collectively referred to herein as the "Parties" or individually as a "Party".

RECITALS

A. Seller is a public service corporation authorized by its charter and state law to engage in the business of the sale of water for domestic and commercial uses.

B. Seller is the owner and holder of certain certificates of convenience and necessity ("CCN") issued by the Arizona Corporation Commission, which authorize Seller to engage as a public service corporation in the sale of water for domestic, commercial and industrial uses over the area described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the "Certificated Area").

C. It is the intent of the Parties that the City acquire all of the physical plant, wells, pumps, tanks, pumping stations, reservoirs, mains (transmission, distribution and service), hydrants, meters, pipelines, distribution equipment and devices, including the real and tangible personal property used for the transmission, production and sale of the water (the "Water System") together with all easements, rights-of-way, certificates of convenience and necessity, franchises, contracts, grandfathered groundwater rights and other similar rights belonging to the Seller with or without the Certificated Area useful or necessary in that business (collectively referred to with the Water System as the "Property") all as set forth on Exhibit B, attached hereto and incorporated herein by reference.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Buyer and the Seller agree as follows:

1. Conditions to Agreement

1.1 This Agreement shall be enforceable upon the parties hereto only upon the occurrence of all of the following conditions precedent:

a. Acquisition of the Property as evidenced by (i) the recordation of a Special Warranty Deed in the form attached hereto as Exhibit C and incorporated herein by reference (the "Deed") in the office of the Recorder of Maricopa County, Arizona as to all easements for access to any portion of the Water System (the "Easements") and (ii)

a Bill of Sale in the form attached hereto as Exhibit D and incorporated herein by reference as to any personal property owned by the Seller and used in conjunction with the Water System.

b. Submission by the Seller of a request for approval by the Arizona Corporation Commission (the "Commission") and the Arizona Department of Water Resources ("ADWR"), as applicable, of the transfer of Seller's Property to the Buyer and cancellation of the CCN for the area described in Exhibit A, subject to the provisions of subsection 20.5 below.

2. Sale and Purchase Price

2.1 Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to the Buyer, as of the "Closing Date," (as defined below) all of the Property hereinafter referred to, and to transfer its interest in the Property to the Buyer as provided in Section 7.0 below and, except as specifically set forth in 12.2 below and subject to the actual knowledge of Wilhoit's officers and shareholders, free and clear and subject to no liens or encumbrances of any nature. Seller hereby assigns to the Buyer, as of said Closing Date, all of Seller's right, title and interest in and to the CCN, grandfathered groundwater rights, service area rights and other, similar rights and privileges which it may own or which it possesses on said Closing Date, pertaining to the Certificated Area. It is the intent of Buyer and Seller that Seller will cause the extinguishment of the aforementioned CCN as required by the condition described in subsection 1.1(b) above. The Buyer will have the express right to use the Property to furnish water to the public or to private users in the Certificated Area, on and after Closing Date, without adverse claim or demand on account thereof by Seller.

3. Purchase Price and Payment. The total price to be paid for the Property (the "Purchase Price") is \$350,000.00, payable as follows:

3.1. \$24,900.00 as earnest money (the "Earnest Money") in cash, check or certified funds to be deposited with Escrow Agent within three business days following the Date of this Agreement (as defined in subsection 4.2 below).

3.2. \$325,100.00 in cash or certified funds to be deposited with Escrow Agent on or before the Closing Date.

Buyer and Seller hereby instruct Escrow Agent to deposit the Earnest Money in an interest-bearing account with a federally-insured financial institution, subject to immediate withdrawal, at the highest interest rate then obtainable. Seller and Buyer shall provide their tax identification numbers to Escrow Agent in conjunction with the opening of such account. All interest earned thereon during Escrow shall be paid to the party entitled to receive the Earnest Money, and if Escrow closes, shall be applied to the Purchase Price. As between Seller and Buyer, Buyer shall bear the risk of loss of the Earnest Money.

4. Open and Close of Escrow.

4.1 Escrow Agent and Instructions. Promptly after execution of this

Agreement by the Parties, an escrow (the "Escrow") shall be opened with Lynne Russell of Stewart Title & Trust of Phoenix, 244 West Osborn Road, Phoenix, AZ 85013 ("Escrow Agent") to facilitate the consummation of the sale of the Property pursuant to this Agreement. This Agreement constitutes escrow instructions to Escrow Agent; however, if required by Escrow Agent, Buyer and the Seller shall execute and deliver to the Escrow Agent printed form escrow instructions consistent with this Agreement. In the event of any conflict between the provisions of the printed form escrow instructions and this Agreement or any deed, instrument or document in connection with the transactions contemplated herein, the provisions of this Agreement or such deed, instrument or document shall control. No provision of the escrow instructions shall excuse any non-performance by either Party. The assignment by Escrow Agent of an escrow number to this transaction and the opening of the Escrow by Escrow Agent shall constitute Escrow Agent's acceptance of the instructions to, and other obligations of, Escrow Agent as set forth in this Agreement.

4.2 Date of this Agreement. Escrow Agent shall notify the parties in writing as to the date on which it received fully executed copies of this Agreement, which date is called the "Date of this Agreement."

4.3 Closing. The exchange of the Property for the consideration set forth in this Agreement and consummation of the transactions contemplated by this Agreement (the "Closing") shall occur at 10:00 a.m. on a date that is 15 days after the Contingency Date (as defined in Section 10 below) at the office of Escrow Agent or at such other time and location as the Parties may agree, which date shall be referred to as the "Closing Date." The Closing Date shall be deemed to be the date on which the parties shall have performed all actions necessary for the closing of the transaction, without regard to the date on which Escrow Agent actually records the deed or other closing documents. Notwithstanding anything contained herein to the contrary, Escrow Agent shall not (i) record the deed or other closing documents before simultaneously delivering to Seller the Purchase Price in a cashier's check or certified funds payable to Seller and (ii) extend the Closing Date beyond 120 days from the Date of this Agreement. Seller and Buyer hereby authorize Escrow Agent to execute and file, at Closing, an affidavit of real property value as required by Arizona law.

4.4 IRC Reports. Escrow Agent, as the party responsible for closing the transactions contemplated hereby within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), shall file all necessary information reports, returns and statements (collectively the "Reports") regarding the transactions as may be required by the Code, including, but not limited to, the reports required pursuant to Section 6045 of the Code. Escrow Agent further agrees to indemnify and hold Buyer, Seller and their respective attorneys harmless for, from and against any and all claims, costs, liabilities, penalties, or expenses resulting from Escrow Agent's failure to file the Reports that Escrow Agent is hereby required to file.

4.5 Prorations and Escrow Fees. Escrow fees shall be paid equally by the Parties. Special assessments or similar liens for work or improvements existing as of the Date of this Agreement shall be paid by Seller. Special assessments or liens resulting from work performed by or on behalf of the Buyer shall be paid in full by Buyer. Except as otherwise provided in this Agreement, all other closing costs shall be paid one-half by Seller and one-half

by Buyer. Seller shall not, without the prior written consent of Buyer, consent to the imposition of any assessment against the Property if such assessment would be required to be paid, in whole or in part, by Buyer. Either Party which receives notice or becomes aware of any proposed governmental action, including, but not limited to, the formation of an improvement district or other similar district which could result in the imposition of assessments against the Property, shall give timely written notice to the other Party and Seller shall, upon Buyer's written request or Seller may on its own behalf may, promptly object in writing in a form as reasonably requested by the other Party to any such governmental action or the formation of any such improvement district.

5. Condition of Title.

5.1 Title Report. Promptly after opening of Escrow, Escrow Agent shall deliver to Buyer and to Seller a preliminary title report or commitment (including matters revealed by an inspection of the Easements associated with the Property) dated no earlier than the Date of this Agreement leading to the issuance of an ALTA extended coverage owner's policy of title insurance in the amount of \$50,000.00 insuring Buyer's interest in the Easements, together with readable copies of all instruments of record referred to therein (the "Title Report").

5.2 Title Review Period. Buyer shall have until 15 days after (i) receipt of the Title Report or (ii) the Date of this Agreement, whichever is later (the "Title Review Period"), within which to object in writing to Seller and Escrow Agent to the legal description or any matters affecting title shown on the Title Report or the Survey, it being agreed that the Purchase Price is based, in part, upon free and clear title and only such other exceptions thereto as may be approved by Buyer, in its sole and absolute discretion. Buyer's failure to timely object to any of the matters affecting title shown on the Title Report within the Title Review Period will constitute Buyer's rejection of title subject to those matters.

5.3 Title Objections. If Buyer objects to any matters affecting title shown on the Title Report, Seller shall have until the Closing Date to use its best efforts to cure any matters objected to by Buyer. If Seller does not, or is unable to, cure those matters objected to by Buyer by the Closing Date, notwithstanding Seller's best efforts, Buyer may, in its sole discretion, elect to (i) waive the matters objected to and close Escrow subject thereto or (ii) cancel this Agreement by notice to Seller and Escrow Agent, whereupon the Escrow and this Agreement shall automatically terminate, the Earnest Money shall be returned to Buyer and neither Party shall thereafter have any further obligations or liability to the other under this Agreement except as herein expressly provided for otherwise.

5.4 Amended Title Report. Buyer shall have until five business days after receipt of an amended Title Report disclosing new matters affecting title to the Easements (and the Closing Date shall automatically be extended for such five-day period, if appropriate) within which to object in writing to Seller and Escrow Agent to any matters affecting title set forth therein; whereupon Buyer shall have the same rights hereunder as described with respect to the objections to the first Title Report described in Section 5.3 above. If Seller does not, or is unable to, cure those matters objected to by Buyer within ten business days after notice of Buyer's objection (and, if necessary, the Closing Date shall be appropriately extended until the expiration of the five-day period hereinabove provided and this ten-day period), then Buyer may, in its sole

and absolute discretion, elect any one of the remedies set forth in Section 5.3 above; provided, however, that notwithstanding anything in this Agreement to the contrary, Buyer's rights and remedies shall not be limited with respect to any breach of Seller's covenant set forth in the following sentence. Seller covenants that between the Date of this Agreement and the Closing Date it will not intentionally cause any material matter to arise or be imposed upon the Easements affecting title thereto.

5.5 Readable Copies. If Escrow Agent, in providing the Title Report to Buyer, fails to include a readable copy of any instrument of record referred to in the Title Report (the term "readable" to mean sufficiently legible, in Buyer's reasonable judgment, so as to impart reasonable notice of the contents of such instrument), then the Title Review Period shall be extended, upon written notice by Buyer to Escrow Agent and Seller given within five days after receipt of the Title Report or amended Title Report that Buyer has not received readable copies of specified documents, for the number of days which elapse after such notice before Escrow Agent delivers a readable copy of any instrument with respect to which a readable copy was not previously furnished, but such extension of the Title Review Period shall apply only with respect to such specific instrument and the title exception(s) to which it relates.

6. Title Insurance. Buyer's obligation to close Escrow is conditioned upon the commitment of Escrow Agent, or its affiliated title insurer, to issue to Buyer, at or promptly following the Closing, an ALTA extended coverage owner's policy of title insurance insuring title to the Easements in Buyer in the amount of \$50,000.00, the policy to be subject only to the usual printed exceptions, conditions and stipulations in the form of policy and matters affecting title shown on the Title Report not objected to by Buyer in accordance with Section 5 above. Buyer shall pay the premium for an extended coverage owner's policy. Seller and Buyer agree to comply with all reasonable requirements imposed by the title insurer as a condition to issuance of the policy (excluding matters affecting title which, by notice given to Escrow Agent and the other Party within ten days after delivery of the Title Report, either Buyer or Seller reasonably determines should more properly be shown in the exceptions to title portion of the Title Report).

7. Conveyancing and Closing Documents.

7.1 By Seller. On the Closing Date, Seller shall deliver to Buyer:

a. The Special Warranty Deed, duly executed, conveying to Buyer title to the Easements, subject only to those matters shown on the Title Report not objected to by Buyer, or waived by Buyer, in accordance with Section 5 above, together with an executed Affidavit of Real Property Value.

b. A sworn affidavit stating under penalty of perjury that Seller is not a "foreign person" as such term is defined in Section 1445(f)(3) of the Code. In the event Seller does not furnish the sworn affidavit, Buyer may withhold (or direct Escrow Agent to withhold) from the funds due to Seller at the Closing, an amount equal to the amount required to be so withheld pursuant to Section 1445(a) of the Code, and such withheld funds shall be deposited with the Internal Revenue Service as required by Section 1445(a) and the regulations promulgated thereunder. The amount withheld, if any, shall nevertheless be deemed to be part of the Purchase Price paid to Seller.

c. If applicable, the original, if available, or a photocopy of the Certificate of Grandfathered Groundwater Rights relating to the Property and any instruments reasonably required to transfer any water rights relating to the Property.

d. The Bill of Sale, duly executed, conveying to Buyer title to the Water System.

e. All other documents necessary to convey to Buyer all of the Seller's right, title and interest in and to all certificates of convenience and necessity, service area rights or other, similar rights and privileges which Seller may possess on the closing date.

7.2 By Escrow Agent. On the Closing Date, Escrow Agent shall:

a. Record/file, as appropriate, the closing instruments hereunder in the following order: (i) the Special Warranty Deed; (ii) the Affidavit of Value; (iii) Certificate of Transfer of Groundwater Rights; and (iv) the reports required under Section 6045(e)(2)(A) of the Code.

b. Deliver to Seller the agreed upon Purchase Price by cashier's check or certified funds payable to Seller.

c. Deliver the title insurance policy, as set forth in Section 6 of this Agreement, to the Buyer.

d. Provide each Party with a complete set of closing documents as they become available to Escrow Agent.

8. Inspection of Documents. Seller shall provide to Buyer, within ten days after the Date of this Agreement, copies of any and all information (the "Inspection Documents") in Seller's possession or to which Seller is entitled regarding the Property, including without limitation, the following:

a. True, correct and complete copies of any engineering, platting or other studies, market studies, architectural drawings, environmental assessments and reports, test and inspection reports, pro formas or other information pertaining to the Property that Seller has in its possession or to which it is entitled to possession.

b. True, correct and complete copies of all licenses, permits, certificates and other documents issued by any governmental or non-governmental entity necessary for the use of the Property for its present uses or otherwise affecting the ownership, use or occupancy of the Property. As to any such licenses, permits or certificates required to be delivered pursuant hereto which are not in Seller's possession or control but to which it is entitled to possession, Seller will use its best efforts to obtain and deliver the same to Buyer.

c. True, correct and complete copies (i) of the billing records showing the name and address of the service and billing address, if different, of all the Seller's customers located within Seller's Certificated Area and (ii) all books and records applicable to (a) the assets being sold by Seller to the Buyer hereunder, (b) the operation and maintenance of such assets, (c) the accounts of customers and holders of extension or service agreements and (d) all related matters.

Buyer acknowledges that the Inspection Documents are being delivered or made available by Seller for Buyer's review in connection with this Agreement, and Buyer agrees not to discuss, disseminate or otherwise disclose such information prior to the Closing Date to any party not related to the consummation of the transactions as set forth in this Agreement, and then only for purposes and to the extent necessary to consummate this transaction. In the event this Agreement is terminated for any reason except the default of Seller, Buyer shall promptly return the Inspection Documents to Seller. In the event of Seller's failure or refusal to timely deliver any of the documents herein required to be delivered to Buyer, Buyer may, at its election terminate this Agreement on or before the Contingency Date or waive this requirement and proceed with Close of Escrow.

9. Tests

9.1 General Tests. Buyer, its agents and designees shall have the right to enter upon the Easements at all times prior to the Closing Date for the purposes of inspecting the Property and making and obtaining drainage, environmental, soil and engineering tests, and performing other tests, studies or inspections desired by Buyer; provided, however, that such inspection and testing shall not materially interfere with ongoing operations on the Property. Buyer agrees to indemnify, defend and hold harmless Seller for, from and against all claims, liabilities and damages, including attorneys' fees, for personal injury, physical damage to property or mechanics' or materialmen's liens which may be asserted against Seller as a result of Buyer's entry onto the Easements and inspection or testing thereof. Buyer shall, after its entry and testing, restore the Easements to substantially the same condition that existed prior to such entry and testing.

9.2 Environmental Site Assessment. Buyer may, in its sole discretion, cause a Phase I Environmental Site Assessment Report (a "Phase I Report") to be completed for the Property. Buyer may, at its sole option and expense, undertake such further inspection, testing and analysis of the Property to determine the nature and extent of the existence of any of hazardous wastes, hazardous substances, toxic substances or hazardous materials, infectious or medical waste, radioactive waste or sewer sludges (collectively the "Hazardous Substances"), as such terms are defined in the Resource Conservation and Recovery Act, as amended; the Comprehensive Environmental Response, Compensation and Liability Act, as amended; the Toxic Substances Control Act, as amended; the Clean Air Act, as amended; the Clean Water Act, as amended; the Safe Drinking Water Act, as amended; and similar state, county and local laws, ordinances and regulations, if any, present on, at or under the Property. Buyer shall obtain Seller's prior written approval of the time, manner and extent of any such investigation (including any investigation which entails soils or groundwater tests or analyses), which consent shall not unreasonably be withheld or delayed by Seller. Seller shall provide Buyer and Buyer's agents and representatives access to all portions of the Property, at reasonable times and subject

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to the rights of any tenants or other occupants of the Property, for the purpose of completing any such investigation of the Property. Seller shall cooperate with Buyer's investigation of the Property so long as the same does not unreasonably interfere with Seller's operations or cause any undue expense to Seller that is not reimbursed by Buyer. Buyer shall indemnify and hold Seller harmless from and against any and all claims arising as a result of any such entry or investigation by Buyer or Buyer's consultant, except with respect to any matter related to Seller's obligation, if this transaction does not close, to clean or remove any Hazardous Substances previously existing on the Property, so long as the same are not aggravated by Buyer's entry or investigation; provided that if Buyer aggravates such Hazardous Substance, Buyer's indemnity to Seller shall be limited to the extent Seller's liability can be conclusively shown to be increased due to such aggravation. Seller shall (i) provide copies of all documentation and materials and (ii) permit Buyer to interview, at reasonable times and in a reasonable manner, any of Seller's employees having personal knowledge or experience with respect to Seller's past or present operations in any current or past environmental activities on the Property, provided the same does not unreasonably interfere with Seller's operations or cause any undue expense to Seller which is not reimbursed by Buyer. Seller may, at its sole option, observe and monitor the investigation undertaken by Buyer, and its consultants, and may, at Seller's expense, obtain split or duplicate samples of any soil, groundwater or other material samples taken by Buyer. Buyer shall provide the Seller, as soon as they are made available to Buyer, copies of all field data, filed reports, laboratory analyses, reports and all other analyses and reports prepared or used in connection with Buyer's investigation of the Property, including the report prepared and provided to Buyer by its consultant. Notwithstanding anything contained in this Agreement to the contrary, in the event the results of Buyer's investigation of the Property are not satisfactory to Buyer, in its sole and absolute discretion, Buyer shall have the right to terminate this Agreement on or before the Contingency Date.

10. Feasibility Condition. Buyer shall have until 45 days after the Date of this Agreement (the "Contingency Date") to satisfy itself, in Buyer's sole and absolute discretion, as to the feasibility (economic and otherwise) of acquiring and using the Property. If, at any time on or before the Contingency Date, Buyer gives written notice to Seller and Escrow Agent that this condition is unsatisfied and Buyer elects to terminate this Agreement, the Earnest Money then paid shall be returned to Buyer, this Agreement and the Escrow shall automatically terminate and neither Party shall have any further liability or obligation under this Agreement except as herein expressly provided for otherwise. If Buyer fails to timely give such notice, then this condition shall be deemed satisfied and Buyer shall be deemed to have elected to not terminate this Agreement. Seller acknowledges that Buyer has informed Seller that Buyer will be incurring expenses and expending time and effort in connection with the condition set forth herein. Seller agrees and acknowledges that the foregoing constitutes additional consideration for this Agreement. Buyer agrees that in the event Buyer terminates this Agreement pursuant to the terms of this Section, Buyer shall promptly return all information and materials delivered previously to Buyer from Seller, together with copies of all written reports acquired by Buyer regarding the Real Property as a result of Buyer's investigation or testing.

11. No Alterations to Property. Except for its normal business operations, Seller shall make no modifications or alterations to the Property between the Date of this Agreement and the Closing Date, without the prior written consent of Buyer. As of the Closing Date, there will be no outstanding contracts made by Seller for any improvements to the Property which have not

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been fully paid, and Seller shall cause to be discharged or bonded in accordance with law any mechanics' or materials' liens arising from any labor or material furnished prior to the Closing Date.

12. Representations of Seller. Seller represents and warrants to, and covenants with Buyer that, to the best of Seller's actual knowledge:

12.1 Seller owns clear title to the Property, the Property is not subject to any mortgage, lien, financing statement or encumbrance other than as set forth in the Title Report and Seller has full authority to sell the Property pursuant to the terms of this Agreement.

12.2 There are no pending, threatened or contemplated claims or litigation affecting the Property, except for certificates of purchase held by the State of Arizona for outstanding personal property taxes in the amount of \$294,527.46. If Seller becomes aware of any of the foregoing after the Date of this Agreement (whether arising before or after the Date of this Agreement), but prior to the Closing Date, Seller shall give prompt written notice thereof to Buyer prior to the Closing Date.

12.3 There is no violation of any laws, ordinances, rules or regulations with respect to the Property, or any proposed condemnation or eminent domain action with respect to the Property, other than that which Buyer may assert. Seller has not received notice from any governmental or other agency of any such violation or condemnation, other than that given by Buyer. If Seller becomes aware of any of the foregoing after the Date of this Agreement (whether arising before or after the Date of this Agreement), but prior to the Closing Date, Seller shall give prompt notice thereof to Buyer prior to the Closing Date.

12.4 No default or breach exists under any covenant, condition, restriction or easement applicable to the Property, and there is no fact or condition which, with notice or the passage of time or both, would constitute such breach or default.

12.5 The persons executing this Agreement on behalf of Seller are duly authorized to do so and thereby bind Seller hereto. Within 20 days of the Date of this Agreement, Seller shall deposit with Escrow Agent all evidence required by Escrow Agent for title insurance purposes of said persons' authority to sign on behalf of and bind Seller to this Agreement and all closing documents.

12.6 There are no special assessments presently pending against the Property nor are there any special assessment actions being contemplated by any governmental authority.

12.7 Other than as disclosed in the Phase I Report identified in subsection 9.2 above, no portion of the Property is being used or has been used at any previous time for the treatment, storage, disposal, or processing of Hazardous Substances. There are no ongoing requirements or orders of any department of environmental resources or similar government agency for environmental cleanup with respect to the Property.

12.8 The Easements do not contain and have never contained any underground storage tanks containing petroleum products or wastes or other Hazardous Substances regulated

by 40 CFR 280 and/or other applicable, federal, state or local laws, rules and regulations and requirements.

12.9 The Easements have never been subject to soil remediation conducted pursuant to ARIZ. REV. STAT. § 49-151, *et seq.*, and written notice pursuant to ARIZ. REV. STAT. § 33-434.01 is not required.

12.10 No third parties have any right to drill or explore for, collect, produce, deliver or transport oil, gas or other minerals in, on, beneath, across or from any portion of the Easements.

12.11 The Easements do not contain any areas which could be characterized as disturbed, undisturbed or man made wetlands pursuant to federal, state or local laws, regulations, rules or procedural manuals or as "waters of the United States" pursuant to the Clean Water Act, as amended, or rules or regulations pursuant thereto, whether such characterization reflects current conditions or historic conditions which have been altered without the necessary permits or approvals, or lie within any floodway or the 100-year floodplain as designated by the U.S. Army Corps of Engineers or any other federal, state or local governmental agency.

12.12 Seller has timely filed with the appropriate governmental agencies a proper application and all required supplemental reports and documentation for all "grandfathered" water rights with respect to the Property.

12.13 The Easements are not subject to any option or other purchase contract or any farming, or other lease, rental agreement or tenancy at sufferance, whether oral or written.

Except to the extent Seller gives Buyer notice as provided below, Seller represents and warrants to, and covenants with, Buyer that the foregoing representations and warranties will be true and correct as of the Closing Date. The foregoing representations and warranties shall not survive the Closing. Seller agrees to take no voluntary and intentional actions or omissions to act which would cause any of its representations, warranties or covenants in this Agreement to become untrue. If, after the Date of this Agreement, Seller becomes aware that any of its representations, warranties or covenants are, or have become, untrue (whether occurring before or after the Date of this Agreement), with or without the voluntary and intentional act or omission to act of Seller, then Seller shall immediately give written notice of such fact to Buyer. Within 20 days after receipt of any such notice from Seller (and, if necessary, the Closing shall be appropriately extended until the expiration of the 20-day period at Buyer's election), Buyer may, in its sole and absolute discretion and without obligation to do so, cancel this Agreement, in which event the Earnest Money shall be returned to Buyer, this Agreement and the Escrow shall automatically terminate and neither Party shall thereafter have any further obligations or liability under this Agreement except as herein expressly provided for otherwise. Notwithstanding the foregoing sentence, in the event (i) any material representation, warranty or covenant was known by Seller to be untrue or misleading when made by Seller or (ii) such material representation, warranty or covenant becomes untrue because of Seller's voluntary and intentional actions or omissions, then Buyer may, in addition, pursue any right or remedy it may have in equity or at law; provided, however, that, if Seller has given the required notice with respect to any representation, warranty or covenant becoming materially untrue and if clause (i) above is not applicable, then Buyer's

right to damages shall be limited to Buyer's direct and actual damages and Buyer hereby waives, and agrees not to assert, any claim for or right to consequential damages. If Buyer does not timely elect to cancel this Agreement as hereinabove provided, then Buyer shall be deemed to have waived the untruth of any of Seller's representations, warranties or covenants, except as provided in clauses (i) and (ii) above.

13. Conditions to Buyer's Obligation to Close. The obligation of Buyer to purchase the Property from Seller is conditioned upon and subject to the satisfaction (unless waived in writing by Buyer in Buyer's sole and absolute discretion) of each of the following conditions on or before the Closing Date:

13.1 The representations and warranties of Seller in this Agreement shall be true and correct in all respects on and as of the Date of this Agreement and on and as of the Closing Date as if made on and as of the Closing Date except as to the untruth of any representation, warranty or covenant which may have been waived in accordance with this Agreement.

13.2 Seller shall have performed and complied with all agreements and conditions contained herein required to be performed or complied with by it prior to or at the Closing Date.

13.3 Seller shall have deposited in Escrow or delivered to Buyer the documents required of Seller pursuant to this Agreement.

13.4 Escrow Agent (or its title insurance affiliate, if appropriate) shall have committed to issue to Buyer at or promptly after the Closing the title insurance policy required under this Agreement.

If any of the conditions described in this Section 13 are not satisfied, Buyer, at its election, (i) may cancel this Agreement by notice to Seller and Escrow Agent, whereupon the Earnest Money shall be returned to Buyer, this Agreement and the Escrow shall automatically terminate and neither party shall thereafter have any further obligations or liability to the other hereunder except as herein expressly provided for otherwise, (ii) if the failure relates to a condition set forth in subsection 13(a) above, may pursue any right or remedy permitted under Section 12 above, (iii) if the failure relates to a condition set forth in subsections 13(b) or (c) above, may treat the failure as a breach of this Agreement by Seller and pursue any right or remedy available at law or in equity, including specific performance or (iv) may waive Seller's compliance with the condition and close Escrow subject thereto.

14. Representations of Buyer. Buyer represents and warrants to, and covenants with Seller that:

14.1 The person executing this Agreement on behalf of Buyer is duly authorized to do so and thereby bind Buyer hereto. Within 20 days of the Date of this Agreement, Buyer shall deposit with Escrow Agent all evidence required by Escrow Agent for title insurance purposes of said person's authority to sign on behalf of and bind Buyer to this Agreement and all closing documents.

14.2 Buyer is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Arizona, and has full power and authority to enter into and perform this Agreement in accordance with its terms. All proceedings of Buyer to consummate the transaction contemplated by this Agreement and all documents and instruments required to be executed and delivered hereunder by Buyer have been duly and validly authorized, and upon execution and delivery by Buyer will constitute the valid and binding obligations of Buyer in accordance with their terms.

15. Conditions to Seller's Obligation to Close. The obligation of Seller to sell the Property to Buyer pursuant hereto is conditioned upon and subject to the satisfaction (unless waived in writing by Seller) of each of the following conditions on or before the Closing Date:

15.1 The representations and warranties of Buyer in this Agreement shall be true and correct in all material respects on and as of the opening of Escrow and on and as of the Closing Date as if made on and as of the date of the Closing Date.

15.2 Buyer shall have substantially performed fully and complied with all material agreements and conditions herein required to be performed or complied with by it prior to or at the Closing Date.

If any of the conditions described in this Section 15 are not satisfied, Seller, in its sole discretion, may (i) cancel this Agreement by notice to Buyer and Escrow Agent, whereupon this Agreement and the Escrow shall be terminated automatically, the Earnest Money shall be retained by Seller as liquidated damages and neither party shall thereafter have any further obligations or liability to the other hereunder except as herein expressly provided for otherwise or (ii) waive Buyer's compliance with the condition and close Escrow subject thereto.

16. Seller's Remedies. Except as otherwise expressly provided in this Agreement, if Buyer defaults under this Agreement, Seller's sole and exclusive right and remedy shall be to terminate this Agreement. Seller waives all other remedies.

17. Buyer's Remedies. Except as otherwise expressly provided in this Agreement, if Seller defaults under this Agreement, then Buyer shall be entitled to (i) elect by written notice to Seller and Escrow Agent to terminate this Agreement whereupon this Agreement and the Escrow shall automatically terminate, the Earnest Money shall be returned to Buyer and neither party shall thereafter have any further obligation or liability to the other except as herein expressly provided for otherwise, (ii) enforce specific performance of this Agreement or (iii) pursue any other remedy.

18. Cure. If either Party fails to perform as required by this Agreement, such failure shall not be deemed a default until 15 days after the receipt of written notice thereof by the nonperforming Party; if such non-performance is cured within such 15-day period, no default shall be deemed to have occurred.

19. Closing Costs and Prorations.

19.1 Closing Costs. Except as otherwise expressly provided herein, the Buyer shall pay the escrow fee, costs for recording the Affidavits of Value, the Special Warranty Deed and the premium for the ALTA title insurance policy. All other fees, charges or expenses incidental to the sale, transfer and assignment of the Property to the Buyer shall be paid according to the customs of similar real estate transactions in Maricopa County, Arizona, except as otherwise herein expressly provided.

19.2 Property Costs. Utility charges and other normal and recurring costs and expenses attributable to the Property prior to the Closing Date, shall be paid by Seller.

20. Additional Duties of the Buyer and Seller.

20.1 Seller shall be responsible for refunding any water customer meter deposits to customers within 15 days following the Closing Date.

20.2 The Parties have agreed that all meters on the Water System will be read on Closing Date, or within three business days thereafter (the "Final Readings") and that billings for water service rendered up to the respective times of such Final Readings will be prepared and forwarded to its customers by and in the name of Seller. Seller will be entitled to receive and retain all payments made on account of the billings issued as a result of the Final Readings, as well as on account of all billings prior to the Closing Date. The Buyer agrees that if any payment to which Seller is entitled as aforesaid should, for any reason, be received by the Buyer, the amount of such payment will promptly be remitted by the Buyer to Seller. In the event that accounts billed pursuant to Final Readings or billed prior to the Closing Date remain unpaid beyond the Closing Date, the Buyer agrees to invoice such delinquent accounts for the first two billing cycles following the Closing Date and remit any payment received pursuant to such invoices to the Seller. Beyond invoicing said delinquent accounts for the first two billing cycles, the Buyer shall have no further obligation to Seller to collect on such accounts. Other than provided in this Subsection, no accounts payable or other obligations of Seller are to be assumed by the Buyer. Seller hereby agrees to hold harmless and indemnify the Buyer for, from and against any loss which the Buyer may incur as a consequence of Seller's failure or alleged failure to make timely payment of any such accounts payable or other obligations not assumed by the Buyer. Seller hereby represents that on or before the Closing Date it will have paid the real and personal property taxes for all prior years imposed against the Property.

20.3 Seller shall safeguard and maintain all such assets (other than items removed from inventory in the ordinary course of Seller's business) up to the Closing Date in a prudent manner consistent with its established operating practices. The Buyer agrees that after the Closing Date it will operate and maintain the Water System.

20.4 The Buyer does not assume any liability for any claims of any nature arising before the transfer of possession of the Property.

20.5 Seller shall secure an order from the Commission authorizing it to sell and dispose of all of the Property described herein. Seller agrees that it shall, within three business

days from the Date of this Agreement, make application to the Commission of such an order and to make such additional filing of such documentary information as may be considered advisable or as the Commission may request. Seller agrees to diligently prosecute the requisite proceedings before the Commission, and the Buyer agrees to comply with such requests as may reasonably be made by Seller with respect to testimony by one or more duly authorized representatives of the Buyer at the Commission's hearing. If, for any reason, the Commission shall fail to approve said sale and it thereby becomes impossible for this Agreement to be fully effective on the Closing Date, then all references in said Agreement to said date shall be changed to the last day of the month in which the Commission has issued its order approving such transaction, or such other date as the Parties may mutually agree; provided, however, that if the approval is not obtained within six months after the Date of this Agreement, the Buyer shall have the right to terminate this Agreement, whereupon the Earnest Money shall be divided evenly between the Buyer and Seller.

21. Operation of Property until the Closing. After the Date of this Agreement, and prior to the Closing Date and delivery of possession of the Property to Buyer, Seller shall make or cause to be made all repairs and replacements required with respect to any part or portion of the Property to keep it in its present condition and shall continue to maintain and operate the Property in the normal manner to keep the Property in such condition, ordinary wear and tear excepted.

22. Eminent Domain. In the event that, prior to the Closing Date, any of the Property is taken by the power of eminent domain, or in the event notice is given by any governmental authority of, or an action is commenced with respect to, the taking of any part of the Property by the power of eminent domain ("Condemnation"), other than an action initiated by Buyer, Seller shall give immediate written notice thereof to Buyer. Buyer may, in its sole discretion and within 20 days after receipt of such notice from Seller or prior to the Closing Date, whichever period is shorter, elect to terminate this Agreement by written notice of such election to Seller and Escrow Agent. In the event Buyer elects to cancel this Agreement, the Earnest Money shall be returned to Buyer and neither party shall thereafter have any further obligation or liability to the other except as herein expressly provided for otherwise. If Buyer does not elect to so cancel this Agreement, all Condemnation awards relating to the Property and rights thereto for damages relating to the Property are hereby assigned to Buyer and shall be paid to Buyer. Notwithstanding anything contained herein to the contrary, Buyer shall not be entitled to make any claims and receive any proceeds from any Condemnation award or settlement which may be attributable to a claim for severance damages, damage or diminution of value to the remainder of Seller's property as a result of such Condemnation.

23. Purchase of Property Under Threat of Condemnation. The Buyer hereunder is a municipal corporation with the power of eminent domain. The Property is being acquired for the purpose of the City providing municipal water service to its citizens. Notwithstanding Seller's execution of this Agreement, the purchase and sale set forth herein is entered into under threat of condemnation by Buyer. Notwithstanding the foregoing, Seller hereby knowingly and willfully hereby waives, disclaims and renounces any and all relocation payments, appeals or rights in regard to this acquisition under Federal, State or local laws.

24. Risk of Loss. Prior to the Closing Date, the risk of loss resulting from any cause,

including, without limitation, fire or other casualty, to the improvements or any property, real or personal, subject to this Agreement, other than losses resulting from Buyer's activities in connection with this Agreement, shall be that of Seller. Seller shall keep the Property insured against casualty until the Closing under its existing insurance policies or replacement policies with the same coverage existing as of the Date of this Agreement. If, at any time prior to the Closing, the improvements relating to the Property are destroyed or materially damaged, Buyer may elect to (i) terminate this Agreement whereupon the Earnest Money shall be returned to Buyer and neither Party shall thereafter have any further obligation or liability to the other except as herein expressly provided for otherwise or (ii) close Escrow, in which event all insurance proceeds from Seller's insurance are hereby assigned to Buyer and shall be paid to Buyer.

25. Commissions. Each Party warrants and represents to the other that no real estate sales or brokerage commissions or like commissions are or will be due from the other Party in connection with this transaction as a result of the act of the Party so warranting. Further, each Party agrees to indemnify and hold harmless the other Party for, from and against any claims by third Parties made as a result of the act of the Party so representing, for real estate or brokerage commissions in connection with the transactions provided for herein, and all costs and expenses incurred by the indemnitee in connection therewith including, but not limited to, reasonable attorneys' fees. In any event, no commission shall be earned until the transactions contemplated by this Agreement are actually consummated.

26. Indemnity

26.1 Seller shall unconditionally release, indemnify and hold harmless the Buyer with respect to any and all causes of action or obligations of any kind arising out of or related in any way to Seller's uses of and the condition of the Property at any time up to and including the date of closing, whether or not such causes of action or obligations are now known, or presently exist, or arise in the future.

26.2 With respect to any condition on or characteristic of the Property existing at any time up to and including the date of closing, Seller shall indemnify and save harmless the Buyer for any and all claims, actions, causes of action, demands, losses, fines, penalties, obligations, attorneys' fees, litigation expenses and damages of any kind, whether now known, or presently existing, or that may arise in the future, including but not limited to:

- a. Any incident that has occurred or may occur on or in connection with the Property.
- b. Any liability or obligation relating to the enjoyment, use or ownership of either the Property or any other property.
- c. Any liability or obligation in any way connected with the Property or of this Agreement, other than for an alleged breach of the express terms of the Agreement by the Buyer.
- d. Any liability or obligation arising out of or related to the performance of this Agreement, other than for an alleged breach of express terms of this

Agreement by the Buyer. This indemnity includes but is not limited to matters, arising out of a nuisance, solid and hazardous waste disposal, the removal and response to releases of Hazardous Substances, workmen's compensation claims, personal injury and property damage claims.

26.3 Nothing in this Agreement shall be construed as a release or waiver of any claims or causes of action the Buyer may now or in the future have against Seller concerning the Seller's use of or conditions on the Property up to and including the date of closing.

26.4 Seller shall, upon written request of Buyer and at Buyer's sole discretion assign to Buyer all claims and causes of action of any kind or description that Seller may have against any person or entity alleged to have caused or contributed to any condition on the Property.

26.5 The benefits of the indemnity and hold harmless provisions of this Section 26 shall include and apply to all employees, agents and elected or appointed officials of the Buyer.

27. No Further Liens. Neither Party shall place, permit or cause to be placed any liens or encumbrances on the title to the Property from the date hereof through the Closing Date. Subject to the provisions of this Agreement, Seller understands and agrees that it is its responsibility to cause any such lien to be released at or prior to close of escrow.

28. Miscellaneous.

28.1 Further Instruments. Each Party, promptly upon the request of the other, shall execute, acknowledge and deliver to the other any and all further instruments as may be necessary or proper to carry out the purpose and intent of this Agreement.

28.2 Assignment. Either Party may assign or transfer its rights, duties and obligations under this Agreement only with the prior written consent of the other Party, which consent may be withheld for any reason or for no reason. Any such transfer or assignment shall be subject to the terms of this Agreement.

28.3 Successors and Assigns. Except as otherwise provided herein, this Agreement and all the terms and provisions hereof shall be binding upon and inure to the benefit of the Parties and their heirs, successors and assigns.

28.4 Entire Agreement. This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes any prior written or oral understandings or agreements between the Parties.

28.5 Modification of Agreement. No modification of this Agreement shall be effective unless in writing, approved by Seller and by Buyer's City Council and signed by the Parties hereto.

28.6 Waiver. The waiver of a breach of any term or condition of this

28.7 Counterparts; facsimile signatures. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute one and the same Agreement. Facsimile signatures shall be deemed original signatures and shall be effective for the execution of this Agreement.

28.9 Descriptive Headings. The descriptive headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

28.11 Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, postage prepaid to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

MARTIN & BELL, L.L.C.
365 East Coronado Road, Suite 200
Phoenix, AZ 85004
Attn: Douglas G. Martin, Esq.
Facsimile: 602-604-0004

City of Avondale
525 N. Central Avenue
Avondale, AZ 85323
Attn: Todd Hileman, City Manager
Facsimile: 623-932-2205

2048.056.03\Waltham Water Co.v7.doc
6-26-03-1

Stewart Title & Trust of Phoenix
Stewart Title Building
244 West Osborn Road
Phoenix, AZ 85013
Attn: Lynne Russell
Facsimile: 602-250-7641

28.12 **Governing Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona. Any action at law or judicial proceeding instituted by any party relating to this Agreement shall be instituted in the state or federal courts of the State of Arizona.

28.14 Time of the Essence. All dates and times for performance set forth in this Agreement are of the essence.

28.15 Severability. If any provision or provisions of this Agreement, or the application thereof to any person or circumstance be determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

2048.056.051\Winholt Water Co.v7.doc
6-26-03.1

28.16 Time Periods. If the time for the performance of any obligation under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

28.17 Acceptance. If Seller has not accepted the offer of Buyer as herein set forth on or before 4:00 p.m., Arizona time, June 30, 2003, then this offer shall be deemed revoked. Seller's acceptance shall occur when a fully executed copy of this Agreement is received by Escrow Agent.

28.18 Cancellation. This Agreement may be canceled by the Buyer pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first written above.

"Seller"

WILHOIT WATER COMPANY, an
Arizona public service corporation

[Signature]
Robert Conlin, President

"Buyer"

CITY OF AVONDALE, an Arizona
municipal corporation

By: [Signature]
Ronald J. Drake, Mayor

"Escrow Agent"

Stewart Title & Trust of Phoenix, Inc., an
Arizona corporation

By: [Signature]
Name: Lynne Russell

Title: Escrow Officer

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on July 01, 2003,
by Ronald J. Drake, the Mayor of the City of Avondale, an Arizona municipal corporation, on
behalf of the City of Avondale.

[Signature]
Notary Public in and for the State of Arizona

My Commission Expires:

June 4, 2006

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on 6/27/03, 2003,
by Robert Conlin, the President of Wilhoit Water Company, an Arizona public service
corporation, on behalf of the company.

[Signature]

Notary Public in and for the State of Arizona

My Commission Expires:

10/19/04

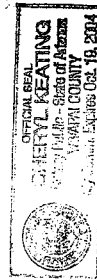


Exhibit A

[Certificated Area]

EXHIBIT "A"

LEGAL DESCRIPTION

ORDER NO. 03111032

A 12 FOOT EASEMENT FOR THE MAINTENANCE OF WATER SUPPLY SYSTEM AND WATER SUPPLY LINE AS LOCATED ON LOT 2 OF GLENARM FARMS, A SUBDIVISION OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION TWENTY-NINE (29), TOWNSHIP TWO (2) NORTH, RANGE ONE (1) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, AS RECORDED IN BOOK 125, PAGE 35, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING 6.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGINNING 32.0 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 52 MINUTES EAST 32.0 FEET NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 220.0 FEET.

Exhibit B

[Property]

WILHOIT WATER PERSONAL PROPERTY
Servicing Glenarm Farms for sale to the City of Avondale

40,000 gal Storage Tank
5,000 Gal Hydro Pneumatic Tank
Electric Panel North
Electric Panel South
Tank to Pump Control Wire
Booster Pump
Well Pump 7.5 hp South
Well Pump 7.5 hp North
Submersible Cable 200' #8 Cable south
Submersible Cable 315' #8 Cable north
4" Badger Flow Meter
Well Seal
Chlorinator
4" ACP
6" ACP
6" Valve, Box and Cover
6" 90 degree bends
6" 22.5 degree bends
6" Tees
6" Plugs
6" Cross
6" x 4" Reducer
Services 3/4" PVC
3/4" Meters
South Well 350' deep
North Well 375' deep
Tank Site Piping
Compressor

Exhibit C

City Clerk
City of Avondale
525 N. Central Avenue
Avondale, AZ 85323

SPECIAL WARRANTY DEED

GRANTOR: Wilhoit Water Company, an Arizona public service corporation
GRANTEE: City of Avondale, an Arizona municipal corporation

FOR THE CONSIDERATION OF Ten Dollars (\$10.00) and other valuable consideration, Grantor hereby conveys to Grantee the following interest in real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto (the "Property"):

See Schedule "SWD-1" attached hereto and incorporated herein by reference.

SUBJECT TO all taxes and other assessments, reservations, patents, easements, covenants, conditions, restrictions, reservations, rights, rights-of-way, obligations and liabilities that may appear of record, rights or claims of parties in possession and easements or claims of easements not shown by the public records, encroachments, roadways, overlaps, conflicts in boundary line, shortages in area and other matters which would be disclosed by a survey or inspection of the Property; unpatented mining claims; and all Federal, State, County, City and local laws, ordinances, regulations, zoning codes and the like as the same now exist and as may hereafter be established or amended.

Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of Grantor herein and none other, subject to the matters above set forth.

DATED: _____, 2003.

ACCEPTED BY:

"Grantor"

"Grantee"

WILHOIT WATER COMPANY, an
Arizona public service corporation

CITY OF AVONDALE, an Arizona
municipal corporation

Robert Conlin, President

By: _____
Ronald J. Drake, Mayor

ATTEST:

Linda M. Farris, City Clerk

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2003,
by Ronald J. Drake, the Mayor of the City of Avondale, an Arizona municipal corporation, on
behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2003,
by Robert Conlin, the President of Wilhoit Water Company, an Arizona public service
corporation, on behalf of the company.

Notary Public in and for the State of Arizona

My Commission Expires: _____

Exhibit D

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Wilhoit Water Company, an Arizona corporation ("Wilhoit"), does hereby sell, assign and transfer to the City of Avondale, an Arizona municipal corporation (the "City"), all of Wilhoit's right, title and interest in and to all of the described property more particularly set forth on Schedule BOS-1, attached hereto and incorporated herein by reference, and any assignable licenses, permits, warranties and guarantees that relate thereto (collectively, the "Personal Property"), on the terms set forth in that certain Purchase and Sale Agreement between the parties dated _____, 2003 (the "Agreement").

Wilhoit hereby represents and warrants to the City (i) that Wilhoit has title to the Personal Property and (ii) that, subject to the language in subsection 12.2 of the Agreement, to the actual knowledge of any of Wilhoit's officers or shareholders, there are no contracts, options, leases, rights, liens, encumbrances, or any other agreements, or pending or threatened litigation, claims or assessments of any third parties, affecting the use or title to the Personal Property.

Dated _____, 2003.

"City"

"Wilhoit"

CITY OF AVONDALE, an Arizona
municipal corporation

WILHOIT WATER COMPANY, an
Arizona public service corporation

By: _____
Ronald J. Drake, Mayor

By: _____
Robert Conlin, President

ATTEST:

Linda M. Farris, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

ORDER NO. 03111032

Schedule BOS-1
[Personal Property Detail]

A 12 FOOT EASEMENT FOR THE MAINTENANCE OF WATER SUPPLY SYSTEM AND WATER SUPPLY LINE AS LOCATED ON LOT 2 OF GLENARM FARMS, A SUBDIVISION OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION TWENTY-NINE (29), TOWNSHIP TWO (2) NORTH, RANGE ONE (1) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, AS RECORDED IN BOOK 125, PAGE 35, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING 6.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;
BEGINNING 32.0 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID LOT 2;
THENCE NORTH 89 DEGREES 52 MINUTES EAST 32.0 FEET NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 220.0 FEET.

WILHOIT WATER PERSONAL PROPERTY
Servicing Glenarm Farms for sale to the City of Avondale

40,000 gal Storage Tank
5,000 Gal Hydro Pneumatic Tank
Electric Panel North
Electric Panel South
Tank to Pump Control Wire
Booster Pump
Well Pump 7.5 hp South
Well Pump 7.5 hp North
Submersible Cable 200' #8 Cable south
Submersible Cable 315' #8 Cable north
4" Badger Flow Meter
Well Seal
Chlorinator
4" ACP
6" ACP
6" Valve, Box and Cover
6" 90 degree bends
6" 22.5 degree bends
6" Tees
6" Plugs
6" Cross
6" x 4" Reducer
Services 3/4" PVC
3/4" Meters
South Well 350' deep
North Well 375' deep
Tank Site Piping
Compressor

EXHIBIT B

CHECK ONE:

A1	56,115.00
A2	00
A3	00
A4	00
A5	00
A6	00
A7	00
A8	00
A9	00
A10	00
A11	00
A12	00
A13	56,115.00

B1	56,115.00
B2	00
B3	00
B4	00
B5	00
B6	00
B7	00
B8	00
B9	00
B10	00
B11	00
B12	00
B13	56,115.00

Schedule B - Subtractions From Taxable Income

81 Recalculated Arizona depreciation - see instructions

82 Basis adjustment for property sold or otherwise disposed of during the taxable year - see instructions

83 Adjustment for IRC § 179 expense not allowed

84 Dividends received from 50% or more controlled domestic corporations

85 Foreign dividend gross-up

86 Dividends received from foreign corporations

87 Dividends received from a DISC

88 Interest on U.S. obligations

89 Agricultural crops charitable contribution

90 Capital investment by qualified defense contractor - attach schedule

91 Claim of right adjustments - attach schedule

92 Other subtractions from federal taxable income - attach schedule

93 Total - add lines A1 through B12. Enter total here and on page 1, line 4.

Schedule C - Apportionment Formula (Multistate Corporations Only) See instruction pages 11 and 12

C1 Property Factor

Value of real and tangible personal property (by averaging the value of owned property at the beginning and end of the tax period; rented property at capitalized value)

a. Owned property (at original cost):

- Inventories _____
- Depreciable assets _____
- Land _____
- Other assets - (describe) _____
- Minus: Construction in progress (if included in above totals) _____
- Minus: Nonbusiness property (if included in above totals) _____
- Total of section a _____

b. Rented property (capitalize at 8 times net rental paid) _____

c. Total owned and rented property (section a total plus section b) _____

C2 Payroll Factor

Official wages, salaries, commissions and other compensation to employees (per federal Form 1120 or payroll reports)

C3 Sales Factor

a. Sales delivered or shipped to Arizona purchasers _____

b. Other gross receipts _____

c. Total sales and other gross receipts _____

d. Double weight Arizona sales and gross receipts _____

e. Sales factor (for column A - multiply item c by item d; for column B - enter amount from item c) _____

C4 Total ratio - add C1(c), C2 and C3(e) in column C _____

C5 Average apportionment ratio - divide C4 by four (4). Enter the result in column C and on page 1, line 9.

U.S. Corporation Income Tax Return

For calendar year 2005 or tax year beginning 05/01, 2005, ending 05/01

Name GLENMART LAND CO., INC. & SUBSIDIARIES Number, street, and room or suite no. if a P.O. box, see instructions: P.O. BOX 870	B Employer identification number: 86-0167556
C Date incorporated: 05/01/1960	

CLARKDALE, AZ 86324	\$	3,437,502
<input type="checkbox"/> First return <input type="checkbox"/> Name change <input type="checkbox"/> Address change	<input type="checkbox"/> c Bal ▶ <input type="checkbox"/> Last returns and allowances	287,899 287,899
287,899 112,713 112,713	2 2 2	287,899 112,713 112,713

[illegible]

Net income (attach Schedule D (Form 1120))	8	1,552,220
Capital gains (attach Schedule D (Form 1120))	9	
Losses from Form 4797, Part II, line 17 (attach Form 4797)	10	60,780
(See instructions—attach schedule)	11	1,945,365
Add lines 3 through 10	12	7000

[illegible]

20a	56,115		
20b			
20c	56,115		
21	0		

23	0
24	0
25	0
26	197,784

27	578,527	26	29	1,366,838
		25	28	1,366,838
		24	27	1,366,838
		23	26	1,366,838
		22	25	1,366,838
		21	24	1,366,838
		20	23	1,366,838
		19	22	1,366,838
		18	21	1,366,838
		17	20	1,366,838
		16	19	1,366,838
		15	18	1,366,838
		14	17	1,366,838
		13	16	1,366,838
		12	15	1,366,838
		11	14	1,366,838
		10	13	1,366,838
		9	12	1,366,838
		8	11	1,366,838
		7	10	1,366,838
		6	9	1,366,838
		5	8	1,366,838
		4	7	1,366,838
		3	6	1,366,838
		2	5	1,366,838
		1	4	1,366,838
		0	3	1,366,838
			2	1,366,838
			1	1,366,838
			0	1,366,838

overpayment credited to 2015.	32a		
of tax payments.	32b		
nd applied for on Form 4466	32c ()		
d with Form 7004	32d		

penalty (see instructions). Check if Form 2220 is attached	<input type="checkbox"/>	33
line 29 is smaller than the total of lines 31 and 33, enter amount owed		34
line 35 is larger than the total of lines 31 and 33, enter amount overpaid		34
lines 35, you must. Credited to 2006 estimated tax		35
Refundable		36

Signature	Date	Title	Check if
<i>[Signature]</i>	<i>1-10-04</i>	<i>President</i>	<input type="checkbox"/> May the RS discuss the matter with the promoter shown below (see instructions)? <input type="checkbox"/> Yes <input type="checkbox"/> No
Preparer's SSN or PTIN <i>[Blank]</i>			

(a) For employment and ZIP code	EIN Phone no. ()	Cal. No. 114500	Form 1120 (2000)
---------------------------------------	--------------------------	-----------------	------------------

Note: The corporation is not required to complete Schedules L, M-1, and M-2 if Question 13 on Schedule K is answered "Yes."

Schedule L Balance Sheets per Books

	(a) Beginning of tax year	(b) End of tax year
Assets		
1 Cash		
2a Trade notes and accounts receivable		
b Less allowance for bad debts		
3 Inventories		
4 U.S. government obligations		
5 Tax-exempt securities (see instructions)		
6 Other current assets (attach schedule)		
7 Loans to shareholders		
8 Mortgage and real estate loans		
9 Other investments (attach schedule)		
10a Buildings and other depreciable assets		
b Less accumulated depreciation		
11a Depreciable assets		
b Less accumulated depletion		
12 Land (net of any amortization)		
13a Intangible assets (amortizable only)		
b Less accumulated amortization		
14 Other assets (attach schedule)		
15 Total assets		
Liabilities and Shareholders' Equity		
16 Accounts payable		
17 Mortgages, notes, bonds payable in less than 1 year		
18 Other current liabilities (attach schedule)		
19 Loans from shareholders		
20 Mortgages, notes, bonds payable in 1 year or more		
21 Other liabilities (attach schedule)		
22 Capital stock: a Preferred stock		
b Common stock		
23 Additional paid-in capital		
24 Retained earnings—Appropriated (attach schedule)		
25 Retained earnings—Unappropriated		
26 Adjustments to shareholders' equity (attach schedule)		
27 Less cost of treasury stock		
28 Total liabilities and shareholders' equity		
Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return (see instructions)		
1 Net income (loss) per books	1,366,838	7 Income recorded on books this year not included on this return (Itemize):
2 Federal income tax per books	464,725	Tax-exempt interest \$
3 Excess of capital losses over capital gains	0	
4 Income subject to tax not recorded on books this year (Itemize):	0	8 Deductions on this return not charged against book income this year (Itemize):
5 Expenses recorded on books this year not deducted on this return (Itemize):		a Depreciation
a Depreciation		b Charitable contributions
b Charitable contributions		
c Travel and entertainment		9 Add lines 7 and 8
6 Add lines 1 through 5	1,831,563	10 Income (Page 1, line 28)—line 9 less line 9
1 Balance at beginning of year	1,318,264	
2 Net income (loss) per books	1,366,838	5 Distributions: a Cash
3 Other increases (Itemize):		b Stock
		c Property
4 Add lines 1, 2, and 3	2,685,122	6 Other decreases (Itemize):
		7 Add lines 5 and 6
		8 Balance at end of year (line 4 less line 7)

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Form 1120 (2005)

Schedule of Other Expenses

Wilhoit Water Co. 86-0408682
Schedule of Other Expenses
Line 26 Form 1120

Expenses:

Fees 896
Office Expense 3170
Automobile 85
Utilities 13,082
Telephone 759
Total 17,792

Glenann Land Co. 86-0167556
Schedule of Other Expenses
Line 26 Form 1120

Expenses:

Commission 101,878
Office Expenses 16,527
Development Expenses 7991
Travel 1872
Auto 10,192
Insurance 13,191
Professional Fees 996
Utilities 18,196
Telephone 8,583
Total 177,229

Dells Water Co. 86-0467049
Schedule of Other Expenses
Line 26 Form 1120

Expenses:

Fees 120
Office 2493
Utilities
Total 2763

Glenarm Land Co., Inc. & Subsidiaries FYE April 30, 2006
Consolidating Schedules
86-0167556

Income Statement

FYE April 30, 2006

Line No.	Item Assets	Glenarm Land 86-0167556	Wilhoit Water 86-0408682	Dells Water 86-0467049	Consolidated
1a	Gross Sales	161,226	113,032	13,641	287,899
2	Cost Sales	89,824	21,223	1,666	112,713
3	Gross Profits	71,402	91,809	11,975	175,186
5	Interest	58,720	0	0	58,720
6	Gross Rental Income	115,749	2,200	0	117,949
8	Capital Gain Net Income	1,532,720	0	0	1,532,720
10	Other: Commissions	60,790	0	0	60,790
	Total Income	1,839,381	94,009	11,975	1,945,365
Expenses					
12	Compensation of Officers	0	7,000	0	7,000
13	Salaries & Wages	124,467	39,857	0	164,324
14	Repair & Maintenance	12,787	21,593	10,095	44,475
16	Rents	21,972	6,600	2,200	30,772
17	Taxes & licenses	59,605	12,511	911	73,027
18	Interest	3,348	0	0	3,348
20a	Depreciation	32,531	21,850	1,734	56,115
22	Advertising	1,682	0	0	1,682
26	Other Expenses (schedule)	177,229	17,792	2,763	197,784
	Total Liabilities & Equity	433,621	12,730	12,772	578,527
	Net Profit/ (Loss)	1,405,760	(33,194)	(5,728)	1,366,838

FINANCIAL STATEMENT 4

FYE April 30, 2005

Glenarm Land Co., Inc. & Subsidiaries
Consolidating Schedules
86-0167556

Schedule L- Balance Sheet End of the year

Line No.	Item Assets	Glenarm Land 86-0167556	Wilhoit Water 86-0408682	Dells Water 86-0467049	Totals
1	Cash	1,137,466	4,012	2,534	1,144,012
2(a)	Accounts Receivable	96,405	4,312	12,921	113,638
3	Inventories	430,992			430,992
8	Mortgage & Real Estate	183,131			183,131
9	Other Investments	758,869			758,869
10(a)	Buildings and Other Depreciable Assets	736,586	228,639	45,212	1,010,437
10(b)	Less: Accumulated Depreciation	(362,341)	(168,999)	(42,167)	(573,507)
12	Land	559,518			559,518
	Total Assets	3,540,626	67,964	18,500	3,627,090
Liabilities & Stockholders' Equity					
16	Accounts Payable	2,809	6,302		9,111
17	Payables in less than 1 year	2,046,372	67,214		2,113,586
21	Other: Deferred Profit	152,384			152,384
22	Stock: Common	20,000		20,500	40,500
	Treasury	(6,775)			(6,775)
25	Retained Earnings	1,325,836	(5,552)	(2,000)	1,318,284
	Total Liabilities & Equity	3,540,626	67,964	18,500	3,627,090

Glenarm Land Co., Inc. & Subsidiaries FYE April 30, 2006
Consolidating Schedules
86-0167556

Schedule L- Balance Sheet of End of Year

Line No.	Item Assets				
1	Cash in Banks	1,333,613	6,045	2,903	1,342,561
2a	Accounts Receivable	135,534	6,066	8,558	150,158
8	Mortgages & Real Estate	179,825			179,825
9	Other Investments	465,290			465,290
10a	Buildings & Improvements	736,586	228,639	45,212	1,010,437
10b	Accumulate Depreciation	(378,270)	(179,808)	(43,901)	(601,979)
12	Land	739,502			739,502
Total Assets		3,363,788	60,942	12,772	3,285,794
16	Accounts Payable	0	947		947
17	Mortgage Notes, less than 1 year	48,348			48,348
19	Loans Shareholders	95,985			95,985
20	Mortgage Notes, more than 1 year	170,542	98,741		269,283
21	Offer. Deferred Gross Profit	152,384			152,384
22b	Stock Common	20,000		20,500	40,500
25	Retained Earnings	2,731,596	(38,746)	(7,728)	2,685,122
27	Cost of Treasry Stock	(6,775)			(6,775)
Total Liabilities & Equity		3,363,788	60,942	12,772	3,285,794
Liabilities & Stockholders' Equity					
1	Cash in Banks	1,333,613	6,045	2,903	1,342,561
2a	Accounts Receivable	135,534	6,066	8,558	150,158
8	Mortgages & Real Estate	179,825			179,825
9	Other Investments	465,290			465,290
10a	Buildings & Improvements	736,586	228,639	45,212	1,010,437
10b	Accumulate Depreciation	(378,270)	(179,808)	(43,901)	(601,979)
12	Land	739,502			739,502
Total Assets		3,363,788	60,942	12,772	3,285,794
16	Accounts Payable	0	947		947
17	Mortgage Notes, less than 1 year	48,348			48,348
19	Loans Shareholders	95,985			95,985
20	Mortgage Notes, more than 1 year	170,542	98,741		269,283
21	Offer. Deferred Gross Profit	152,384			152,384
22b	Stock Common	20,000		20,500	40,500
25	Retained Earnings	2,731,596	(38,746)	(7,728)	2,685,122
27	Cost of Treasry Stock	(6,775)			(6,775)
Total Liabilities & Equity		3,363,788	60,942	12,772	3,285,794

Glenarm Land 86-0167556
Willhoit Water 86-0408682
Dells Water 86-0467049
Consolidated

ARIZONA FORM 120

Arizona Corporation Income Tax Return

2004

For taxable year beginning 05/01/04, and ending 04/30/05
Mail to: Arizona Department of Revenue, PO Box 28079, Phoenix, AZ 85038-9079

CHECK ONE:
Calendar year ☒ Fiscal year ☐

Business telephone number (928) 634-3760	Name GLENMARM LAND CO., INC. & SUBSIDIARIES	Employer identification number (EIN) 86-0187556
Business activity code number (from federal Form 1120) 531390	Type P.O. BOX 870	AZ withholding tax number 07657466H
Print CLARKDALE, AZ 86324	City, or town, state, and ZIP code CLARKDALE, AZ 86324	AZ transaction privilege tax number 13027911-4

120 Check box if: ☐ This is a first return ☐ Name change ☐ Address change ☐ No

A Is FEDERAL return filed on a consolidated basis? ☐ Yes ☒ No

B If yes, list EIN of common parent from consolidated return ☐ Consolidated

C ARIZONA filing method: (Check only one) See instruction pages 2-3
☐ Separate company ☐ Combined (unitary group) ☒ Consolidated

D If ARIZONA filing method is combined or consolidated, see Form 51 instructions
 Are there any additions or deletions on Form 51?
☐ Yes ☒ No

E Is this the corporation's first ARIZONA return?
☐ Yes ☒ No

F If yes, check one:
☐ Dissolved ☐ Withdrawn ☐ Merged/Reorganized ☐ Other

1	1	53,039.00	1	53,039.00
2	2	196,171.00	2	196,171.00
3	3	249,210.00	3	249,210.00
4	4	29,515.00	4	29,515.00
5	5	219,695.00	5	219,695.00
6	6	0.00	6	0.00
7	7	0.00	7	0.00
8	8	0.00	8	0.00
9	9	0.00	9	0.00
10	10	0.00	10	0.00
11	11	0.00	11	0.00
12	12	0.00	12	0.00
13	13	219,695.00	13	219,695.00
14	14	186,656.00	14	186,656.00
15	15	53,039.00	15	53,039.00
16	16	3,696.00	16	3,696.00
17	17	0.00	17	0.00
18	18	3,696.00	18	3,696.00
19	19	0.00	19	0.00
20	20	0.00	20	0.00
21	21	0.00	21	0.00
22	22	0.00	22	0.00
23	23	0.00	23	0.00
24	24	3,696.00	24	3,696.00
25	25	0.00	25	0.00
26	26	0.00	26	0.00
27	27	0.00	27	0.00
28	28	0.00	28	0.00
29	29	0.00	29	0.00
30	30	0.00	30	0.00
31	31	3,696.00	31	3,696.00
32	32	0.00	32	0.00
33	33	0.00	33	0.00
34	34	0.00	34	0.00
35	35	0.00	35	0.00
36	36	3,696.00	36	3,696.00
37	37	0.00	37	0.00
38	38	0.00	38	0.00
39	39	0.00	39	0.00

ADOR 91-0024 (04)

Form 120 (2004) Page 2

Schedule A - Additions to Taxable Income

A1	Total federal depreciation	29,515.00
A2	IRC § 179 expense in excess of allowable amount	0.00
A3	Federal income tax refunds received in the taxable year - see instructions	0.00
A4	Taxes based on income paid to any state (INCLUDING ARIZONA), local governments or foreign governments	0.00
A5	Interest on obligations of other states, foreign countries, or political subdivisions	0.00
A6	Special deductions claimed on federal return	0.00
A7	Federal net operating loss deduction claimed on federal return	166,656.00
A8	Commissions and other expenses paid or accrued to a Domestic International Sales Corporation (DISC)	0.00
A9	Capital investment by qualified defense contractor - attach schedule	0.00
A10	Claim of right adjustments - attach schedule	0.00
A11	Additions related to Arizona tax credits - attach schedule	0.00
A12	Other additions to federal taxable income - attach schedule	0.00
A13	Total - add lines A1 through A12. Enter total here and on page 1, line 2	196,171.00

Schedule B - Subtractions From Taxable Income

B1	Recalculated Arizona depreciation - see instructions	29,515.00
B2	Basis adjustment for property sold or otherwise disposed of during the taxable year - see instructions	0.00
B3	Adjustment for IRC § 179 expense not allowed	0.00
B4	Dividends received from 50% or more controlled domestic corporations	0.00
B5	Foreign dividend gross-up	0.00
B6	Dividends received from foreign corporations	0.00
B7	Dividends received from a DISC	0.00
B8	Interest on U.S. obligations	0.00
B9	Agricultural crop charitable contribution	0.00
B10	Capital investment by qualified defense contractor - attach schedule	0.00
B11	Claim of right adjustments - attach schedule	0.00
B12	Other subtractions from federal taxable income - attach schedule	0.00
B13	Total - add lines B1 through B12. Enter total here and on page 1, line 4	29,515.00

Schedule C - Apportionment Formula (Multistate Corporations Only) See instruction pages 15 and 16

NOTE: Qualifying air carriers must use Schedule A-C.

Column A	Column B	Column C
Total Within Arizona	Total Within and Without Arizona	Ratio Within Arizona A - B
1	2	3
4	5	6
7	8	9
10	11	12
13	14	15
16	17	18
19	20	21
22	23	24
25	26	27
28	29	30
31	32	33
34	35	36
37	38	39

ADOR 91-0024 (04)

D1 Nonbusiness dividends and interest income

- Schedule E - Other Income Allocated to Arizona (Multistate Corporations Only)**

E1 Gain or (loss) from sale or exchange of real estate and other tangible assets utilized for the production of

- Schedule F • Schedule of Tax Payments**

Figure 1

1012

- G3** The taxpayer designates the individual listed below as the person to contact to schedule an audit or conference call. (See instructions page 17)

64 List prior taxable years for which a federal examination has been initiated: _____

cover to the Arizona Department of Corrections. The results of the review are now in progress, or final determination of past examinations is still pending.

g6 List the taxable years for which federal workers of the statute of limitations are in arrears and state the amount of the deficiency.

2. Indicate how accounting method:

Cash ☒ Accrual ☐ Other ☐ (Specify method) _____

Multistate taxpayers:

11. If no, the taxpayer must disclose the nature and extent of the variance upon request by the Department.
 Yes ☐ No ☐

3
□
4
□
5

including the accompanying Form 1041, for the taxable year related pursuant to this income tax return, made in good faith, for the taxable year related pursuant to this income tax return,

Here _____
Officer's signature

Use Only

Firm's name (or preparer's, if self-employed)

Firm's address

Schedule A Cost of Goods Sold (see page 17 of instructions)

1 Inventory at beginning of year	1	50,331
2 Purchases	2	951,708
3 Cost of labor	3	
4 Additional section 263A costs (attach schedule)	4	
5 Other costs (attach schedule)	5	
6 Total, Add lines 1 through 5	6	1,002,039
7 Inventory at end of year	7	302,900
8 Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2.	8	699,139

9a Check all methods used for valuing closing inventory:
(i) ☐ Cost as described in Regulations section 1.471-3
(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
(iii) ☐ Other (Specify method used and attach explanation): ☐ LIFO
b Check if there was a write-down of subnormal goods as described in Regulations section 1.471-2(c) ☐
c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ☐
d If the LIFO inventory method was used for this tax year, enter percentage (or amount) of closing inventory computed under LIFO: ☐ 84

Schedule C Dividends and Special Deductions (see page 18 of instructions)

(a) Dividends received	(b) %	(c) Special deductions (e) < (b)
1 Dividends from less-than-20%-owned domestic corporations that are subject to the 70% deduction (other than debt-financed stock)	70	
2 Dividends from 20%-or-more-owned domestic corporations that are subject to the 80% deduction (other than debt-financed stock)	80	
3 Dividends on debt-financed stock of domestic and foreign corporations (section 246A)	42	
4 Dividends on certain preferred stock of less-than-20%-owned public utilities	45	
5 Dividends from less-than-20%-owned foreign corporations and certain FSCs that are subject to the 70% deduction	70	
6 Dividends from 20%-or-more-owned foreign corporations and certain FSCs that are subject to the 80% deduction	80	
7 Dividends from wholly owned foreign subsidiaries subject to the 100% deduction (section 246(g))	100	
8 Total, Add lines 1 through 8. See page 19 of instructions for limitation	100	
9 Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958	100	
10 Dividends from affiliated group members and certain FSCs that are subject to the 100% deduction	100	
11 Dividends from controlled foreign corporations subject to the 85% deduction (attach Form 9885)	85	
12 Other dividends from foreign corporations not included on lines 3, 6, 7, 8, 11, or 12		
13 Income from controlled foreign corporations under subpart F (attach Form(s) 5471)		
14 Foreign dividend gross-up (section 78)		
15 IC-DISC and former DISC dividends not included on lines 1, 2, or 3 (section 246(g))		
16 Other dividends		
17 Deduction for dividends paid on certain preferred stock of public utilities		
18 Total dividends. Add lines 1 through 17. Enter here and on page 1, line 4		
19 Total special deductions. Add lines 9, 10, 11, 12, and 18. Enter here and on page 1, line 28b.		

Schedule E Compensation of Officers (see instructions for page 1, line 12, on page 13 of instructions)

Note: Complete Schedule E only if total receipts line 1a plus lines 4 through 10 on page 7 are \$50,000 or more.

(a) Name of officer	(b) Social security number	(c) Percent of compensation for services rendered as an officer	(d) Common	(e) Preferred	(f) Amount of compensation
1 DAVID A. CONLIN		50	50	%	254,000
2 ROBERT D. CONLIN		50	50	%	254,000
3				%	
4				%	
5				%	
6				%	
7				%	
8				%	
9				%	
10				%	
11				%	
12				%	
13				%	
14				%	
15				%	
16				%	
17				%	
18				%	
19				%	
20				%	
21				%	
22				%	
23				%	
24				%	
25				%	
26				%	
27				%	
28				%	
29				%	
30				%	
31				%	
32				%	
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35				%	
36				%	
37				%	
38				%	
39				%	
40				%	
41				%	
42				%	
43				%	
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87				%	
88				%	
89				%	
90				%	
91				%	
92				%	
93				%	
94				%	
95				%	
96				%	
97				%	
98				%	
99				%	
100				%	

Schedule F Compensation of Officers (see instructions for page 1, line 12, on page 13 of instructions)

Note: Complete Schedule F only if total receipts line 1a plus lines 4 through 10 on page 7 are \$50,000 or more.

(a) Name of officer	(b) Social security number	(c) Percent of compensation for services rendered as an officer	(d) Common	(e) Preferred	(f) Amount of compensation
1 DAVID A. CONLIN		50	50	%	254,000
2 ROBERT D. CONLIN		50	50	%	254,000
3				%	
4				%	
5				%	
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91				%	
92				%	
93				%	
94				%	
95				%	
96				%	
97				%	
98				%	
99				%	
100				%	

U.S. Corporation Income Tax Return
For calendar year 2004 or tax year beginning January 1, 2004, ending April 30, 2005

Name GLENARM LAND CO., INC. & SUBSIDIARIES
Use ☒ IRS label, ☐ Other-
Personal holding co. ☐ Other-
Partnership ☐ S corporation ☐ Trust ☐ Estate ☐ Other-
Schedule M-1 required ☐ or print or ZIP code CLARKDALE, AZ 85324

Employer identification number 85-0167556
Date incorporated 05/01/1960
Total assets (see page 8 of instructions) \$ 3,627,080

Income

1a Gross receipts or sales	937,102	1c	937,102
2 Cost of goods sold (Schedule A, line 8)	699,139	2	699,139
3 Gross profit. Subtract line 2 from line 1c	237,963	3	237,963
4 Dividends (Schedule C, line 19)	50,601	4	50,601
5 Interest	97,154	5	97,154
6 Gross rents	682,119	6	682,119
7 Gross royalties		7	
8 Capital gain net income (attach Schedule D (Form 1120))		8	
9 Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797)	187,508	9	187,508
10 Other income (see page 11 of instructions—attach schedule)	1,255,335	10	1,255,335
11 Total income. Add lines 3 through 10	508,000	11	508,000
12 Compensation of officers (Schedule E, line 4)	140,763	12	140,763
13 Salaries and wages (less employee credits)	45,178	13	45,178
14 Repairs and maintenance	25,008	14	25,008
15 Bad debts	41,989	15	41,989
16 Rents	89,241	16	89,241
17 Taxes and licenses	100	17	100
18 Interest	29,515	18	29,515
19 Charitable contributions (see page 14 of instructions for 10% limitation)	3,122	19	3,122
20 Depreciation (attach Form 4562)	24,000	20	24,000
21 Less depreciation claimed on Schedule A and elsewhere on return		21	
22 Depreciation	128,724	22	128,724
23 Advertising	1,035,640	23	1,035,640
24 Pension, profit-sharing, etc., plans	219,595	24	219,595
25 Employee benefit programs	166,656	25	166,656
26 Other deductions (attach schedule)	53,039	26	53,039
27 Total deductions. Add lines 12 through 26	8,260	27	8,260
28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11		28	
29 Taxable income before net operating loss deduction (see page 16 of instructions)		29	
30 Less: a Net operating loss deduction (Schedule C, line 20)		30	
b Special deductions (Schedule C, line 20)		31	
31 Taxable income. Subtract line 29c from line 28 (see instructions if Schedule C, line 12, was completed)		31	
32 Paymaster's 2003 overpayment credit to 2004		32	
33 2004 estimated tax payments		33	
34 Less 2004 refund applied for on Form 4466		34	
35 Tax deposited with Form 7004		35	
36 Credit for tax paid on undistributed capital gains (attach Form 2439)		36	
37 Credit for Federal tax on fuels (attach Form 4136). See instructions.		37	
38 Estimated tax penalty (see page 17 of instructions). Check if Form 2220 is attached		38	
39 Tax due. If line 32b is smaller than the total of lines 31 and 33, enter amount owed		39	
40 Overpayment. If line 32b is larger than the total of lines 31 and 33, enter amount overpaid		40	
41 Enter amount of line 35 you want: Credited to 2005 estimated tax		41	
42 Enter amount of line 35 you want: Refunded		42	
43 Enter amount of line 35 you want: Other (specify)		43	
44 Enter amount of line 35 you want: Other (specify)		44	
45 Enter amount of line 35 you want: Other (specify)		45	
46 Enter amount of line 35 you want: Other (specify)		46	
47 Enter amount of line 35 you want: Other (specify)		47	
48 Enter amount of line 35 you want: Other (specify)		48	
49 Enter amount of line 35 you want: Other (specify)		49	
50 Enter amount of line 35 you want: Other (specify)		50	
51 Enter amount of line 35 you want: Other (specify)		51	
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68 Enter amount of line 35 you want: Other (specify)		68	
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78 Enter amount of line 35 you want: Other (specify)		78	
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80 Enter amount of line 35 you want: Other (specify)		80	
81 Enter amount of line 35 you want: Other (specify)		81	
82 Enter amount of line 35 you want: Other (specify)		82	
83 Enter amount of line 35 you want: Other (specify)		83	
84 Enter amount of line			

Schedule J Tax Computation (see page 20 of instructions)

1 Check if the corporation is a member of a controlled group (see sections 1561 and 1563). ☐ **Important:** Members of a controlled group, see page 20 of instructions.

2a If the box on line 1 is checked, enter the corporation's share of the \$50,000, \$25,000, and \$9,925,000 taxable income brackets (in that order):

(1) \$ (2) \$ (3) \$

b Enter the corporation's share of: (1) Additional 5% tax (not more than \$11,750) (2) Additional 3% tax (not more than \$100,000)

3 Income tax. Check if a qualified personal service corporation under section 448(c)(2) (see page 21). ☐

4 Alternative minimum tax (attach Form 4552)

5 Add lines 3 and 4

6a Foreign tax credit (attach Form 1118)

b Possessions tax credit (attach Form 5735)

c Check ☐ Nonconventional source fuel credit ☐ QEV credit (attach Form 8834)

d General business credit. Check boxes and indicate which forms are attached:

☐ Form 3800 ☐ Form(s) (specify)

e Credit for prior year minimum tax (attach Form 8827)

f Qualified zone academy bond credit (attach Form 8860)

7 Total credits. Add lines 6a through 6f

8 Subtract line 7 from line 5

9 Personal holding company tax (attach Schedule PH (Form 1120))

10 Other taxes. Check if from: ☐ Form 4235 ☐ Form 8855 ☐ Form 8856 ☐ Other (attach schedule)

11 Total tax. Add lines 8 through 10. Enter here and on page 1, line 31

Schedule K Other information (see page 23 of instructions)

1 Check accounting method: ☒ Cash ☐ Accrual ☐ Other (specify)

2 See page 23 of the instructions and enter the:

a Business activity code no.

b Business activity ☐ Real Estate Investments ☐ Other (specify)

c At the end of the tax year, did the corporation directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) ☐ Yes ☐ No

d If "Yes," attach a schedule showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) taxable income (or loss) before NOL and special deductions of such corporation for the tax year ending with or within your tax year.

4 Is the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group? ☐ Yes ☐ No

5 If "Yes," enter name and EIN of the parent corporation

6 At the end of the tax year, did the corporation own 50% or more of the corporation's voting stock? (For rules of attribution, see section 267(c).) ☐ Yes ☐ No

7 If "Yes," attach a schedule showing name and identifying number. Do not include any information already entered in 6 above. Enter percentage owned

8 During the tax year, did the corporation pay dividends (other than stock dividends and distributions in exchange for stock) to stockholders? (See section 501 and 513.) ☐ Yes ☐ No

9 If "Yes," file Form 5432, Corporate Report of Nondividend Distributions.

10 If this is a consolidated return, answer here for the parent corporation and on Form 991, Affiliations Schedule, for each subsidiary.

11 At any time during the tax year, did one foreign person own, directly or indirectly, at least 25% of (a) the total voting power of all classes of stock of the corporation entitled to vote or (b) the total value of all classes of stock of the corporation? ☐ Yes ☐ No

12 If "Yes," enter: (a) Percentage owned (b) Name of the foreign person

13 If the corporation may be treated as a U.S. corporation under section 1361, enter the number of Forms 941 attached

Schedule L Balance Sheets per Books

Note: The corporation is not required to complete Schedules L, M-1, and M-2 if Question 13 on Schedule K is answered "Yes."

1 Cash

2a Trade notes and accounts receivable

b Less allowance for bad debts

3 Inventories

4 U.S. government obligations

5 Tax-exempt securities (see instructions)

6 Other current assets (attach schedule)

7 Loans to shareholders

8 Mortgage and real estate loans

9 Other investments (attach schedule)

10a Buildings and other depreciable assets

b Less accumulated depreciation

11a Depreciable assets

b Less accumulated depreciation

12 Land (net of any amortization)

13a Intangible assets (amortizable only)

b Less accumulated amortization

14 Other assets (attach schedule)

15 Total assets

16a Accounts payable

b Mortgage, note, bonds payable in less than 1 year

17 Other current liabilities (attach schedule)

18 Loans from shareholders

19 Mortgage, note, bonds payable in 1 year or more

20 Other liabilities (attach schedule)

21 Capital stock:

a Preferred stock

b Common stock

22 Additional paid-in capital

23 Retained earnings—Appropriated (attach schedule)

24 Retained earnings—Unappropriated

25 Adjustments to shareholders' equity (attach schedule)

26 Less cost of treasury stock

27 Total liabilities and shareholders' equity

28 Total assets

Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return (see page 24 of instructions)

1 Net income (loss) per books

2 Federal income tax per books

3 Excess of capital losses over capital gains

4 Income subject to tax not recorded on books

5 Expenses recorded on books this year not deducted on this return (itemize):

a Depreciation

b Charitable contributions

c Travel and entertainment

6 Add lines 1 through 5

7 Income recorded on books this year not included on this return (itemize):

a Depreciation

b Charitable contributions

c Other decreases (itemize)

8 Add lines 7 and 6

9 Income (loss) per books (line 1, less line 8)

10 Deductions on this return not charged against book income this year (itemize):

a Depreciation

b Charitable contributions

c Other decreases (itemize)

11 Add lines 9 and 10

12 Balance at end of year (line 4, less line 11)

13 Balance at beginning of year

14 Net income (loss) per books

15 Other increases (itemize)

16 Add lines 1, 2, and 3

17 Balance at end of year (line 4, less line 17)

18 Balance at beginning of year

19 Net income (loss) per books

20 Other decreases (itemize)

21 Add lines 19 and 20

22 Balance at end of year (line 4, less line 21)

23 Balance at beginning of year

24 Net income (loss) per books

25 Other increases (itemize)

26 Add lines 24 and 25

27 Balance at end of year (line 4, less line 26)

FINANCIAL STATEMENT 5

Glenarm Land Co., Inc. & Subsidiaries FYE April 30, 2005
Consolidating Schedules
86-0167556

Schedule L- Balance Sheet of Beginning of Year

Line No.	Item Assets	Glenarm Land 86-0167556	Willhoit Water 86-0408682	Dells Water 86-0467049	Consolidated
1	Cash	117,096	5,351	1,117	123,564
9	Other Investments (Partnerships)	497,599			497,599
10(a)	Building & Other Depreciable assets	756,556	228,639	45,212	1,030,407
10(b)	Less: Accumulated Depreciation	(346,442)	(157,147)	(40,433)	(544,022)
12	Land	608,518			608,518
14	Other Assets (Contracts Receivable)	737,793	2,786	12,921	753,500
	Total Assets	2,371,120	79,629	18,817	2,469,566

Liabilities & Stockholders' Equity

19	Loans from Stockholders	73,615			73,615
20	Mortgage Notes, Payable in 1 year or more	1,041,443	63,035		1,104,478
21	Other Liabilities (Deferred Profits)	152,384			152,384
22(b)	Capital Stock (Common)	20,000		20,500	40,500
25	Retained Earnings	1,083,678	16,594	(1,683)	1,098,589
	Total Liabilities & Equity	2,371,120	79,629	18,817	2,469,566

Glenarm Land Co., Inc. & Subsidiaries
Consolidating Schedules
86-0167556

Form 1120 - Page 1
FYE April 30, 2005

Income Statement

Line No.	Item	Glenarm Land Co. 86-0167556	Willhoit Water 86-0408682	Dells Water 86-0467049	Consolidated Totals
1(a)	Gross Receipts	809,500	113,068	14,524	937,092
2	Cost of Goods Sold	671,041	25,759	2,339	699,139
3	Gross Profits	138,459	87,309	12,185	237,953
5	Interest	50,601	0		50,601
6	Gross Rental Income	94,754	2,400		97,154
8	Long Term Capital Gain	682,119			682,119
10	Other: Commission	187,508			187,508
11	Total Income	1,153,441	89,709	12,185	1,255,335
12	Expenses				
12	Compensation of Officers	500,000	8,000	0	508,000
13	Salaries & Wages	102,494	38,269	0	140,763
14	Repair & Maintenance	23,325	16,920	4,933	45,178
16	Rent Expense	15,408	7,200	2,400	25,008
17	Tax & Licenses	28,825	12,201	963	41,989
18	Interest	89,241			89,241
19	Charity	100		100	200
20	Depreciation	15,929	11,852	1,734	29,515
23	Advertising	3,122			3,122
24	Pension	24,000			24,000
26	Other: Schedule	108,839	17,413	2,472	128,724
27	Total Expenses	911,283	111,855	12,502	1,035,640
	Net Operating Income/ (Loss)	242,158	(22,146)	(307)	\$219,695

851

Affiliations Schedule

Form 851
(Rev. December 2003)

File with each consolidated income tax return.

OMB No. 1545-0025

Department of the Treasury
Internal Revenue Service

Tax year ending MAY 1, 2004 - APRIL 30

2005

Name of common parent corporation
GLENARM LAND CO., INC.Number, street, and room or suite no. (if a P.O. box, see instructions.)
P.O. BOX 870Employer identification number
86-0167556City or town, state, and ZIP code
CLARKDALE, AZ 86324

Part I Overpayment Credits, Estimated Tax Payments, and Tax Deposits (See instructions.)

Corp No	Name and address of corporation	Employer identification number	Portion of overpayment credits and estimated tax payments	Portion of tax deposited with Form 7004
1	Common parent corporation			
2	Subsidiary corporations:			
2	WILHOIT WATER COMPANY	86-0408882		
3	DELLS WATER COMPANY	86-0487049		
4				
5				
6				
7				
8				
9				
10				

Totals (Must equal amounts shown on the consolidated tax return.)

Part II Principal Business Activity, Voting Stock Information, Etc. (See instructions.)

Corp No	Principal business activity (PBA)	PBA Code No	Did the subsidiary make a distribution?	Stock holdings at beginning of year	Number of shares	Percent of voting power	Percent of value	Owned by corporation
1	Common parent corporation:							
1	GLENARM LAND CO., INC.							
2	Subsidiary corporations:							
2	WILHOIT WATER COMPANY	221300	✓	0	100%	100%		1
3	DELLS WATER COMPANY	221300	✓	20500	%	%		2
4								
5								
6								
7								
8								
9								
10								

For Paperwork Reduction Act Notice, see instructions. Cat. No. 16890C Form 851 (Rev. 12-2003)

Schedule L- Balance Sheet End of the year

Line No.	Item Assets
1	Cash
2(a)	Accounts Receivable
3	Inventories
8	Mortgage & Real Estate
9	Other Investments
10(a)	Buildings and Other Depreciable Assets
12	Land
10(b)	Less: Accumulated Depreciation
12	Land
25	Retained Earnings
25	Total Liabilities & Equity

Glenarm Land	86-0167556	1,137,466	4,012	2,534	1,144,012	113,638	430,992	183,131	758,869	1,010,437	(573,507)	559,518	3,627,090
Wilhoit Water	86-0408882	96,405	4,312	12,921	113,638	113,638	430,992	183,131	758,869	1,010,437	(573,507)	559,518	3,627,090
Dells Water	86-0467049	2,809	6,302	20,500	152,384	152,384	40,500	9,111	2,113,586	1,318,284	(6,775)	18,500	3,627,090
Totals		3,540,626	67,964	18,500	1,318,284	1,318,284	40,500	9,111	2,113,586	1,318,284	(6,775)	18,500	3,627,090

FYE April 30, 2005

FINANCIAL STATEMENT 4

Glenarm Land Co., Inc. & Subsidiaries
Consolidating Schedules
86-0167556

For taxable year beginning 05/01/03 and ending 04/30/04
Mail to: Arizona Department of Revenue, PO Box 29079, Phoenix AZ 85038-9079

Business telephone number	Name	Calendar year <input type="checkbox"/> fiscal year <input type="checkbox"/>
(928) 634-3760	GLENARM LAND CO., INC. & SUBSIDIARIES	Federal employer ID number (FEIN)
Business activity code number (from federal Form 1120)	Number and street or PO Box	86-0167556
531390	P.O. BOX 870	AZ withholding tax number
	City or town, state, and ZIP code	07857468H
	CLARKDALE, AZ 86324	AZ transaction privilege tax number
		13027011-4

68	Check box if: <input type="checkbox"/> This is a first return <input type="checkbox"/> Name change <input type="checkbox"/> Address change		
A	Is FEDERAL return filed on a consolidated basis? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
B	If yes, list FEIN of common parent from consolidated return: 86-0167556		
C	ARIZONA filing method: (Check only one) See instruction pages 2-3		
D	1 <input type="checkbox"/> Separate company 2 <input type="checkbox"/> Combined (unitary group) 3 <input checked="" type="checkbox"/> Consolidated		
E	If ARIZONA filing method is combined or consolidated, see Form 51 instructions		
F	Are there any additions or deletions on Form 51? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
G	Is this the corporation's final ARIZONA return? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	69	66
H	If yes, check one: <input type="checkbox"/> Dissolved <input type="checkbox"/> Withdrawn <input type="checkbox"/> Merged/Reorganized	81	82
I	List FEIN of the successor corporation, if any _____	CHECK BOX F: Federal extension used to file return, 82 F <input type="checkbox"/>	

[illegible]

Line A - Additions to Taxable Income

Total federal depreciation.....		
A1	IRC § 179 expense in excess of allowable amount.....	0.00
A2	Federal income tax refunds received in the taxable year - see instructions.....	0.00
A3	Taxes based on income paid to any state (INCLUDING ARIZONA), local governments or foreign governments.....	0.00
A4	Interest on obligations of other states, foreign countries, or political subdivisions.....	19,125.00
A5	Special deductions claimed on federal return.....	0.00
A6	Federal net operating loss deduction claimed on federal return.....	0.00
A7	Commissions and other expenses paid or accrued to a Domestic International Sales Corporation (DISC).....	0.00
A8	Capital investment by qualified defense contractor - attach schedule.....	0.00
A9	Claim of right adjustments - attach schedule.....	0.00
A10	Other additions related to Arizona tax credits - attach schedule.....	0.00
A11	Other additions to federal taxable income - attach schedule.....	0.00
A12	Total - add lines A1 through A12. Enter total here and on page 1, line 2.....	19,125.00

Schedule B - Subtractions From Taxable Income

B1	Recalculated Arizona depreciation - see instructions	B1	0.00
B2	Basic adjustment for property sold or otherwise disposed of during the taxable year - see instructions	B2	0.00
B3	Adjustment for IRC § 179 expense not allowed	B3	0.00
B4	Dividends received from 50% or more controlled domestic corporations	B4	0.00
B5	Foreign dividend gross-up	B5	0.00
B6	Dividends received from foreign corporations	B6	0.00
B7	Dividends received from a DISC	B7	0.00
B8	Interest on U.S. obligations	B8	0.00
B9	Agricultural crops charitable contribution	B9	0.00
B10	Capital investment by qualified defense contractor - attach schedule	B10	0.00
B11	Claim of right adjustments - attach schedule	B11	0.00
B12	Other subtractions from federal taxable income - attach schedule	B12	0.00
B13	Total - add lines B1 through B12. Enter total here and on page 1, line 4	B13	0.00

Schedule C - Apportionment Formula (Multistate Corporations Only) See instruction pages 15 and 16

NOTE: Qualifying air carriers must use Schedule ACA		Column A Total Within Arizona	Column B Total Within and Without Arizona	Column C Ratio Within Arizona A + B
C1 Property Factor				
Value of real and tangible personal property (by averaging the value of owned property at the beginning and end of the tax period; rented property at capitalized value)				
a	Owned property (at original cost):			
	Inventories			
	Depreciable assets			
	Land			
	Other assets - (describe) _____			
	Minus: Construction in progress (if included in above totals)			
	Minus: Nonbusiness property (if included in above totals)			
	Total of section a			
b	Rented property (capitalize at 6 times net rental paid)			
c	Total owned and rented property (section a total plus section b)			
C2 Payroll Factor				
Total wages, salaries, commissions and other compensation to employees (per federal Form 1120 or payroll reports)				
C3 Sales Factor				
a	Sales delivered or shipped to Arizona purchasers			
b	Other gross receipts			
c	Total sales and other gross receipts			
d	Double weight Arizona sales and gross receipts			
e	Sales factor (for column A - multiply item c by item d; for column B - enter amount from item c)			
C4 Total ratio - add C1(c), C2 and C3(e) in column C				
C5 Average apportionment ratio - divide C4 by (d) (4). Enter the result in column C and on page 1, line 9				

Date business began in Arizona or date income was first derived from Arizona sources 05/01/60

Address at which tax records are located for audit purposes: 901 FIRST SOUTH ST.
CLARKDALE, AZ 86324

The taxpayer designates the individual listed below as the person to contact to schedule an audit of this return and authorizes the disclosure of confidential information to this individual. (See instruction page 18)

Name and title ROBERT D. CONLIN PRESIDENT Phone # (928) 634-3760

List prior taxable years for which a federal examination has been finalized NONE

NOTE: ARS § 43-227 requires the taxpayer, within ninety days after final determination, to report these changes under separate cover to the Arizona Department of Revenue or to file amended returns reporting these changes. (See instruction page 5)

List the taxable years for which federal examinations are now in progress, or final determination of past examinations is still pending NONE

List the taxable years for which federal waivers of the statute of limitations are in effect and dates on which waivers expire NONE

Amount of Arizona taxable income for prior taxable year (2002 Form 120, line 15) 300,422

Indicate tax accounting method: Cash ☒ Accrual ☐ Other ☐ (Specify method)

Multistate taxpayers:

Are the nonbusiness items reported on Schedule D, lines D1 through D5, and the apportionment factor items reported on Schedule C, column B treated consistently on all state tax returns filed under the Uniform Division of Income for Tax Purposes Act?

Has the taxpayer changed the way income is apportioned or allocated to Arizona from prior taxable year returns?

Certification

The following certification must be signed by one or more of the following officers (president, treasurer, or any other principal officer): Under penalties of perjury, I (we), the undersigned officer(s) authorized to sign this return, declare that I (we) have examined this return, including the accompanying schedules and statements, and to the best of my (our) knowledge and belief, it is a true, correct and complete return, made in good faith, for the taxable year stated pursuant to the income tax laws of the State of Arizona.

Officer's signature Title Date
Officer's signature Title Date
Preparer's signature Date
Preparer's signature Date
Firm's name (or preparer's, if self-employed) Preparer's TIN
Firm's address Zip code

1120

U.S. Corporation Income Tax Return

For calendar year 2003 or tax year beginning MAY 1, 2003, ending APRIL 30, 2004.

OMB No. 1545-0023
2003

Instructions are separate. See page 20 for Paperwork Reduction Act Notice.

Check if a consolidated return (attach Form 990) ☒ Use IRS e-file (attach Form 990) ☐ Other: P.O. BOX 870
Name: GLENARM LAND CO., INC. & SUBSIDIARIES
Number, street, and room or suite no., if a P.O. box, see page 1 of instructions:
City or town, state, and ZIP code: CLARKDALE, AZ 86324
D Total assets (see page 9 of instructions): 2,469,566

Check applicable boxes: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Name change (4) ☐ Address change

1a	Gross receipts or sales	1b	Less returns and allowances	1c	Gross income
161,580				161,580	
2	Cost of goods sold (Schedule A, line 8)			29,872	
3	Gross profit. Subtract line 2 from line 1c			131,708	
4	Dividends (Schedule C, line 19)			0	
5	Interest			1,378	
6	Gross rents			106,558	
7	Gross royalties				
8	Capital gain net income (attach Schedule D (Form 1120))			274,502	
9	Net gain or loss from Form 4797, Part II, line 18 (attach Form 4797)			514,546	
10	Other income (see page 9 of instructions—attach schedule)			0	
11	Total income. Add lines 3 through 10			1,056,566	

12	Compensation of officers (Schedule E, line 4)	13	Salaries and wages (less employment credits)	14	Repairs and maintenance	15	Bad debts	16	Rents	17	Taxes and licenses	18	Interest	19	Charitable contributions (see page 11 of instructions for 10% limitation)	20	Depreciation (attach Form 4562)	21	Less depreciation claimed on Schedule A and elsewhere on return	22	Depletion	23	Advertising	24	Pension, profit-sharing, etc., plans	25	Employee benefit programs	26	Other deductions (attach schedule)	27	Total deductions. Add lines 12 through 26	28	Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11	29	Less: a Net operating loss (NOL) deduction (see page 13 of instructions) b Special deductions (Schedule C, line 20)	30	Taxable income. Subtract line 29c from line 28	31	Total tax (Schedule J, line 11)	32	Payments: 2002 overpayment credited to 2003	33	2003 estimated tax payments	34	Less 2003 refund applied for on Form 4466	35	Tax deposited with Form 7004	36	Credit for federal tax on undistributed capital gains (attach Form 2439)	37	Credit for federal tax on undistributed capital gains (attach Form 2439)	38	Estimated tax penalty (see page 14 of instructions). Check if Form 2220 is attached	39	Tax due. If line 32h is smaller than the total of lines 31 and 33, enter amount owed	40	Overpayment. If line 32h is larger than the total of lines 31 and 33, enter amount overpaid	41	Enter amount of line 35 you want. Credited to 2004 estimated tax	42	Refundable	43	May the IRS discuss this return with the preparer shown below (see instructions)? Yes <input type="checkbox"/> No <input type="checkbox"/>
----	---	----	--	----	-------------------------	----	-----------	----	-------	----	--------------------	----	----------	----	---	----	---------------------------------	----	---	----	-----------	----	-------------	----	--------------------------------------	----	---------------------------	----	------------------------------------	----	---	----	--	----	---	----	--	----	---------------------------------	----	---	----	-----------------------------	----	---	----	------------------------------	----	--	----	--	----	---	----	--	----	---	----	--	----	------------	----	--

Signature of officer Date Title
Signature of officer Date Title
Preparer's signature Date
Preparer's signature Date
Firm's name (or preparer's, if self-employed) Preparer's TIN
Firm's address Zip code

Schedule A Cost of Goods Sold (see page 14 of instructions)

	1	2	3	4	5	6	7	8
1 Inventory at beginning of year								0
2 Purchases								16,652
3 Cost of labor								
4 Additional section 263A costs (attach schedule)								13,220
5 Other costs (attach schedule)								
6 Total. Add lines 1 through 5								0
7 Inventory at end of year								29,872
8 Cost of goods sold. Subtract line 7 from line 6. Enter here and on line 2, page 1								

8a Check all methods used for valuing closing inventory:

- (i) ☐ Cost as described in Regulations section 1.471-3
- (ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
- (iii) ☐ Other (Specify method used and attach explanation) **We purchase water from another water utility as needed.**
- b Check if there was a write-down of subnormal goods as described in Regulations section 1.471-2(c) ☐
- c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ☐
- d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO ☐
- e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? ☐ Yes ☐ No
- f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation ☐ Yes ☒ No

Schedule C Dividends and Special Deductions (see instructions beginning on page 15)

	(a) Dividends received	(b) %	(c) Special dividends (a) x (b)
1 Dividends from less-than-20%-owned domestic corporations that are subject to the 70% deduction (other than debt-financed stock)		70	
2 Dividends from 20%-or-more-owned domestic corporations that are subject to the 80% deduction (other than debt-financed stock)		80	
3 Dividends on debt-financed stock of domestic and foreign corporations (section 246A)		42	
4 Dividends on certain preferred stock of less-than-20%-owned public utilities		48	
5 Dividends on certain preferred stock of 20%-or-more-owned public utilities			
6 Dividends from less-than-20%-owned foreign corporations and certain FSCs that are subject to the 70% deduction		70	
7 Dividends from 20%-or-more-owned foreign corporations and certain FSCs that are subject to the 80% deduction		80	
8 Dividends from wholly owned foreign subsidiaries subject to the 100% deduction (section 246(b))		100	
9 Total. Add lines 1 through 8. See page 16 of instructions for limitation			
10 Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958		100	
11 Dividends from certain FSCs that are subject to the 100% deduction (section 245(c)(1))		100	
12 Dividends from affiliated group members subject to the 100% deduction (section 243(b)(3))		100	
13 Other dividends from foreign corporations not included on lines 3, 6, 7, 8, or 11			
14 Income from controlled foreign corporations under subpart F (attach Form(s) 5471)			
15 Foreign dividend gross-up (section 78)			
16 IC-DISC and former DISC dividends not included on lines 1, 2, or 3 (section 246(d))			
17 Other dividends			
18 Deduction for dividends paid on certain preferred stock of public utilities			
19 Total dividends. Add lines 1 through 17. Enter here and on line 4, page 1			
20 Total special deductions. Add lines 9, 10, 11, 12, and 18. Enter here and on line 28b, page 1			

Schedule E Compensation of Officers (see instructions for line 12, page 1, on page 10 of instructions)

	(a) Name of officer	(b) Social security number	(c) Percent of business	(d) Percent of stock owned	(e) Preferred	(f) Amount of compensation
1	ROBERT CONLIN		100	%	%	0
2	DAVID A. CONLIN		100	%	%	0
3			%	%	%	0
4			%	%	%	0
5			%	%	%	0
6			%	%	%	0
7			%	%	%	0
8			%	%	%	0
9			%	%	%	0
10			%	%	%	0
11			%	%	%	0
12			%	%	%	0
13			%	%	%	0
14			%	%	%	0
15			%	%	%	0
16			%	%	%	0
17			%	%	%	0
18			%	%	%	0
19			%	%	%	0
20			%	%	%	0
21			%	%	%	0
22			%	%	%	0
23			%	%	%	0
24			%	%	%	0
25			%	%	%	0
26			%	%	%	0
27			%	%	%	0
28			%	%	%	0
29			%	%	%	0
30			%	%	%	0
31			%	%	%	0
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36			%	%	%	0
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41			%	%	%	0
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91			%	%	%	0
92			%	%	%	0
93			%	%	%	0
94			%	%	%	0
95			%	%	%	0
96			%	%	%	0
97			%	%	%	0
98			%	%	%	0
99			%	%	%	0
100			%	%	%	0

Schedule J Tax Computation (see page 17 of instructions)

- 1 Check if the corporation is a member of a controlled group (see sections 1561 and 1563) ☐
- Important: Members of a controlled group, see instructions on page 17.
- 2a If the box on line 1 is checked, enter the corporation's share of the \$50,000, \$25,000, and \$9,925,000 taxable income brackets (in that order):
- (1) ☐ (2) ☐ (3) ☐
- b Enter the corporation's share of:
- (1) Additional 5% tax (not more than \$11,750) ☐
- (2) Additional 3% tax (not more than \$100,000) ☐
- 3 Income tax. Check if a qualified personal service corporation under section 448(d)(2) (see page 17) ☐
- 4 Alternative minimum tax (attach Form 4626) ☐
- 5 Add lines 3 and 4 ☐
- 6a Foreign tax credit (attach Form 1118) ☐
- 6b Possessions tax credit (attach Form 5735) ☐
- 6c Check ☐ Nonconventional source fuel credit ☐ QEV credit (attach Form 8834) ☐
- 6d General business credit. Check boxes and indicate which forms are attached:
- ☐ Form 3800 ☐ Form(s) (specify) ☐
- e Credit for prior year minimum tax (attach Form 8827) ☐
- f Qualified zone academy bond credit (attach Form 8860) ☐
- 7 Total credits. Add lines 6a through 6f ☐
- 8 Subtract line 7 from line 5 ☐
- 9 Personal holding company tax (attach Schedule PH (Form 1120)) ☐
- 10 Other taxes. Check if from: ☐ Form 4255 ☐ Form 8611 ☐ Form 8697 ☐ Other (attach schedule) ☐
- 11 Total tax. Add lines 8 through 10. Enter here and on line 31, page 1 ☐

Schedule K Other Information (see page 19 of instructions)

- 1 Check method of accounting: ☒ Cash ☐ Accrual ☐ Other (specify) ☐
- 2 See page 21 of the instructions and enter the:
- a Business activity code no. ☐ 531330 ☐
- b Business activity ☐ REAL ESTATE INVESTMENTS ☐
- c Product or service ☐ SALES & RENTALS ☐
- 3 At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the total stock of a domestic corporation? (For rules of attribution, see section 267(c).) ☐
- If "Yes," attach a schedule showing: (a) Name and employer identification number (EIN) (b) Ownership, and (c) Taxable income or loss before NOL and special deductions of such corporation for the tax year ending with or within your tax year.
- 4 Is the corporation a subsidiary in an affiliated group or a parent subsidiary controlled group? ☐
- If "Yes," enter name and EIN of the parent corporation ☐
- 5 At the end of the tax year, did any individual, partnership, corporation, estate, or trust own, directly or indirectly, 50% or more of the corporation's voting stock? (For rules of attribution, see section 267(c).) ☐
- If "Yes," attach a schedule showing name and identifying number (ID number) of each owner who owned 1% or more of the corporation's voting stock (other than stock dividends and distributions received in excess of the corporation's current and accumulated earnings and profits) (See sections 301 and 316.) ☐
- 6 During this tax year, did the corporation pay dividends (other than stock dividends and distributions received in excess of the corporation's current and accumulated earnings and profits) (See sections 301 and 316.) ☐
- If "Yes," file Form 5452, Corporate Report of Nondividend Distributions.
- 7 If this is a consolidated return, answer here for the parent corporation and on Form 851, Affiliations Schedule, for each subsidiary.

Note: If the corporation, at any time during the tax year, had assets or operated a business in a foreign country or U.S. possession, it may be required to attach Schedule N (Form 1120), Foreign Operations of U.S. Corporations, to this return. See Schedule N for details.

Note: The corporation is not required to complete Schedules L, M-1, and M-2 if Question 13 on Schedule K is answered "Yes."

Schedule L Balance Sheets per Books

Assets				(a)	(b)	(c)	(d)
1	Cash						
2a	Trade notes and accounts receivable						
b	Less allowance for bad debts						
3	Investments						
4	U.S. government obligations						
5	Low-volatility securities (see instructions)						
6	Other current assets (attach schedule)						
7	Loans to shareholders						
8	Mortgage and real estate loans						
9	Other investments (attach schedule)						
10a	Buildings and other depreciable assets						
b	Less accumulated depreciation						
11a	Depreciable assets						
b	Less accumulated depletion						
12	Leased int. of any amortization						
13a	Intangible assets (amortizable only)						
b	Less accumulated amortization						
14	Other assets (attach schedule)						
15	Total assets						
Liabilities and Shareholders' Equity							
16	Accounts payable						
17	Mortgages, notes, bonds payable in less than 1 year						
18	Other current liabilities (attach schedule)						
19	Loans from shareholders						
20	Mortgages, notes, bonds payable in 1 year or more						
21	Other liabilities (attach schedule)						
22	Capital stock: a Preferred stock						
b	Common stock						
23	Additional paid-in capital						
24	Retained earnings—Appropriated (attach schedule)						
25	Retained earnings—Unappropriated						
26	Adjustments to shareholders' equity (attach schedule)						
27	Less cost of treasury stock						
28	Total liabilities and shareholders' equity						
Schedule M-1 Reconciliation of Income (Loss) per Books with Income per Return (see page 20 of instructions)							
1	Net income (loss) per books		(166,656)	7	Income recorded on books this year not included on this return (Itemize)		
2	Federal income tax per books		0		Tax-exempt interest		
3	Excess of capital losses over capital gains		0				
4	Income subject to tax not recorded on books this year (Itemize)		0				
5	Expenses recorded on books this year not deducted on this return (Itemize):			8	Deductions on this return not charged against book income this year (Itemize):		
a	Depreciation				a Depreciation		
b	Charitable contributions				b Charitable contributions		
c	Travel and entertainment						
6	Add lines 1 through 5		(166,656)	9	Add lines 7 and 8		
Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Line 25, Schedule L)							
1	Balance at beginning of year		1,265,246	5	Distributions: a Cash		
2	Net income (loss) per books		(166,656)		b Stock		
3	Other increases (Itemize)				c Property		
4	Add lines 1, 2, and 3		1,098,590	6	Other decreases (Itemize)		
				7	Balance at end of year (line 4 less line 6)		

Glenarm Land Co., Inc. & Subsidiaries
Financial Statements
Fiscal Year Ending April 30, 2004

Financial Statement No. 1
(Schedule of other Income)

Line 10 Form 1120 Commission Income 274,902

Financial Statement No. 2
(Schedule of other Deductions)

Line 28 Form 1120
Commissions 228,946
Contract Labor 7,215
Engineering 8,790
Office 15,598
Rental Refund 5,130
Travel 1,142
Auto 5,665
Insurance 12,824
Impound Expenses 6,273
Professional Fees 17,309
Utilities 40,396
Administration 8,800
368,888

Financial Statement No. 3
(Schedule A Cost of Goods Sold)

Line 5 Other Costs
Water Testing 9,861
Water Reading 3,389
13,220

FINANCIAL STATEMENT 5

Glenarm Land Co., Inc. & Subsidiaries FYE April 30, 2004
Consolidating Schedules
86-0167556

Schedule L-Balance Sheet End of Year

Line No.	Item ASSETS	Glenarm Land 86-0167556	Wilhoit Water 86-0408682	Dells Water 86-0467049	Consolidated
1	Cash	117,096	5,351	1,117	123,564
9	Other Investments (Partnerships)	497,599			497,599
10(a)	Building & other depreciable assets	756,556	228,639	45,212	1,030,407
10(b)	Less: Accumulated Depreciation	(346,442)	(157,147)	(40,433)	(544,022)
12	Land	608,518			608,518
14	Other Assets (contracts receivable)	737,793	2,786	12,921	753,500
	Total Assets	2,371,120	79,629	18,817	2,469,566
	Liabilities & Stockholders' Equity				
19	Loans from Stockholders	73,615			73,615
20	Mortgage Notes, Payable in 1yr. or more	1,041,443	63,035		1,104,478
21	Other Liabilities (Deferred Profits)	152,384			152,384
22(b)	Capital Stock (common)	20,000		20,500	40,500
25	Retained Earnings	1,083,678	16,594	(1,683)	1,099,379
	Total Liabilities & Equity	2,371,120	79,629	18,817	2,469,566

FINANCIAL STATEMENT 4

Glenarm Land Co., Inc. & Subsidiaries FYE April 30, 2004
Consolidating Schedules
86-0167556

Schedule L- Balance Sheet Beginning of the year

Line No.	Item Assets	Glenarm Land 86-0167556	Wilhoit Water 86-0408682	Dells Water 86-0467049	Totals
1	Cash	229,437	3,033	952	233,422
9	Other Investments (Partnerships)	497,599			497,599
10(a)	Buildings & Other Depreciable Assets	756,556	219,639	45,212	1,021,407
10(b)	Less: Accumulated Depreciation	(330,061)	(136,327)	(38,698)	(505,086)
12	Land	608,518			608,518
14	Other Assets (Contracts Receivable)	626,666	49,024	12,921	688,611
	Total Assets	2,388,715	135,369	20,387	2,544,472
	Liabilities & Stockholders' Equity				
19	Loans from Stockholders	78,615			78,615
20	Mortgage Notes, Payable in 1 yr or	965,613	28,893		994,506
21	Other Liabilities (Deferred Profits)	152,384			152,384
22(b)	Capital Stock (common)	20,000		20,500	40,500
25	Retained Earnings	1,158,883	106,476	(113.00)	1,265,246
26	Less: Cost of Treasury Stock	(6,779)			(6,779)
	Total Liabilities & Equity	2,368,716	135,369	20,387	2,524,472

FINANCIAL STATEMENT 6

Glenarm Land Co., Inc. & Subsidiaries
Consolidating Schedules
86-0167556

Form 1120 - Page 1
FYE April 30, 2004

Income Statement

Line No.	Item	Glenarm Land Co. 86-0167556	Willhoit Water 86-0408682	Dells Water 86-0467049	Consolidated
1(a)	Gross Receipts	0	145,767	15,613	161,580
2	Cost of Goods Sold	0	26,603	3,269	29,872
3	Gross Profits	0	119,164	12,344	131,708
5	Interest	1,378			1,378
6	Gross Rental Income	104,758	1,800		106,558
10	Other: Commission	274,832		70	274,902
11	Total Income	380,968	120,964	12,614	514,546
Expenses					
13	Salaries & Wages	28,469	92,066	0	120,535
14	Repairs & Maintenance	32,174	36,589	6,490	75,253
16	Rents	10,546	6,000	2,000	18,546
17	Taxes & Licenses	48,852	9,014	784	58,630
18	Interest	7,314			7,314
20	Depreciation	17,177	20,820	1,735	39,732
23	Advertising	2,304			2,304
26	Other Schedule A	309,337	46,357	3,184	358,888
27	Total Expenses	456,173	210,846	14,183	681,202
	Net Operating Loss	(75,205)	(89,882)	(1,569)	(186,656)

15,614

Form 851

Affiliations Schedule

File with each consolidated income tax return.
Tax year ending

OMB No. 1545-0025

(Rev. December 2003)
Department of the Treasury
Internal Revenue Service
Name of common parent corporation
GLENNARM LAND CO., INC.
Number, street, and room or suite no. (if a P.O. box, see instructions)
P.O. BOX 870
City or town, state, and zip code
CLARKDALE, AZ 86324
Employer identification number
86: 0167556

Part II Overpayment Credits, Estimated Tax Payments, and Tax Deposits (See instructions.)

Corp No.	Name and address of corporation	Employer identification number	Portion of overpayment credits and estimated tax payments	Portion of tax deposited with Form 7004
1	Common parent corporation			
2	Subsidiary corporations:			
	WILHOIT WATER COMPANY	86: 0408682		
3	DELLS WATER COMPANY	86: 0467049		
4				
5				
6				
7				
8				
9				
10				

Totals (Must equal amounts shown on the consolidated tax return.)

Part III Principal Business Activity, Voting Stock Information, Etc. (See instructions.)

Corp No.	Principal business activity (PBA)	PBA No.	Did the subsidiary make any nonexempt distributions?	Number of shares	Percent of power	Percent of value	Owned by
1	Common parent corporation:		Yes	No			
2	Subsidiary corporations:						
	WILHOIT WATER COMPANY	221300		✓	0	100%	100%
3	DELLS WATER COMPANY	221300		✓	20,500	%	%
4							
5							
6							
7							
8							
9							
10							

For Paperwork Reduction Act Notice, see instructions.

Cat. No. 18880G

Form 851 (rev. 12-2003)

DELLS WATER COMPANY, INC.

INVOICES RELATING TO:

WATER SAMPLING



Yavapai Water Sampling Specialists
 474 Hidden Valley Road
 Prescott, AZ 86303
 928-445-3910

Invoice

No. 26

Bill To

Dells Water Co.
 Po Box 870
 Clarkdale, AZ 86324

Invoice Date: 3/18/2005

System ID 13029

QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
1	110962	3/8/2005	D	Bacteriology	65.00	65.00
1		3/17/2005	F	Check Chlorinator and Fill Container	20.00	20.00
TOTAL:						\$85.00



Yavapai Water Sampling Specialists
 474 Hidden Valley Road
 Prescott, AZ 86303
 Phone 445-3910

INVOICE

INVOICE DATE 1-14-2005 INVOICE NO. 100756

TERMS
 P.O. NO.
 ACCOUNT #

Dells Water Co.
 Po Box 870
 Clarkdale, AZ 86324

QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
1	108528	1-5-2005	D	Bacteriology		\$65.00
				Check Chlorinator and Fill Container		\$15.00
TOTAL:						\$80.00

05+06



Yavapai Water Sampling Specialists
 474 Hidden Valley Road
 Prescott, AZ 86303
 928-445-3910

Invoice

No. 214

Bill To

Dells Water Co.
 Po Box 870
 Clarkdale, AZ 86324

Invoice Date: 6/9/2005

System ID 13029

QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
1	114845	6/1/2005	D	Bacteriology	65.00	65.00
1		5/17/2005	F	Check Chlorinator and Fill Container	20.00	20.00
1	5050507-01	5/9/2005	CON P	Confirmation Past Due Invoice #86 Dated 4/15/05 and Invoice #151 Dated 5/13/05	55.00 240.00	55.00 240.00
TOTAL:						\$380.00



Yavapai Water Sampling Specialists
 474 Hidden Valley Road
 Prescott, AZ 86303
 Phone 445-3910

INVOICE

INVOICE DATE 2/17/05 INVOICE NO. 100804

TERMS
 P.O. NO.
 ACCOUNT #

Dells Water Co.
 Po Box 870
 Clarkdale, AZ 86324

QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
1	109798	2/7/05	D	Bacteriology		\$65.00
		1/18/05		Check chlorinator - fill tank		20.00
		2/17/05		Check chlorinator - fill tank		20.00
TOTAL:						\$105.00

Invoice
No. 264

Yavapai Water Sampling Specialists

474 Hidden Valley Road
Prescott, AZ 86303
928-445-3910

Invoice Date: 6/27/2005

Bill To

Dellis Water Co.
Po Box 870
Clarkdale, AZ 86324

QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
1			CCR	Consumer Confidence Report - Research and two copies to ADEQ	100.00	100.00
TOTAL:						\$100.00

Invoice
No. 299

Yavapai Water Sampling Specialists

474 Hidden Valley Road
Prescott, AZ 86303
928-445-3910

Invoice Date: 7/17/2005

Bill To

Dellis Water Co.
Po Box 870
Clarkdale, AZ 86324

TOTAL:

QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
1	116656	7/6/2005	D	Bacteriology	65.00	65.00
1		6/9/2005	F	Check Chlorinator and Fill	20.00	20.00
1		6/21/2005	F	Check Chlorinator and Fill	20.00	20.00
1		6/30/2005	F	Check Chlorinator and Fill	20.00	20.00
1		7/11/2005	F	Check Chlorinator and Fill	20.00	20.00
1		6/16/2005	MRDL	Maximum Residual Disinfection Level	15.00	15.00
TOTAL:						\$103.00

Invoice
No. 371

Yavapai Water Sampling Specialists

474 Hidden Valley Road
Prescott, AZ 86303
928-445-3910

Invoice Date: 8/12/2005

Bill To

Dellis Water Co.
Po Box 870
Clarkdale, AZ 86324

QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
1	119949	8/1/2005	D	Bacteriology	65.00	65.00
1		7/20/2005	F	Check Chlorinator and Fill	20.00	20.00
1		7/29/2005	F	Check Chlorinator and Fill	20.00	20.00
TOTAL:						\$105.00

Invoice
No. 442

Yavapai Water Sampling Specialists

474 Hidden Valley Road
Prescott, AZ 86303
928-445-3910

Invoice Date: 9/16/2005

Bill To

Dellis Water Co.
Po Box 870
Clarkdale, AZ 86324

QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
1	121806	9/15/2005	D	Bacteriology	68.00	68.00
1		9/15/2005	F	Check Chlorinator and Fill	20.00	20.00
1		9/16/2005	MRDL	Maximum Residual Disinfection Level	15.00	15.00
TOTAL:						\$103.00

Due to the rapid increase in gas prices, your bill reflects an immediate \$3.00 increase.



Yavapai Water Sampling Specialists
474 Hidden Valley Road
Prescott, AZ 86303
928-445-3910

Invoice

No. 659

Bill To

Invoice Date: 12/15/2005

Dells Water Co.
Po Box 870
Clarkdale, AZ 86324

System ID 13029

QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
1	126660	12/5/2005	D	Bacteriology	68.00	68.00
1		12/14/2005	F	Check Chlorinator and Fill Container	20.00	20.00
1		12/12/2005	MRDL	Maximum Residual Disinfection Level	15.00	15.00
TOTAL:						\$103.00

Yavapai Water Sampling Specialists
474 Hidden Valley Road
Prescott, AZ 86303
928-445-3910

Invoice

No. 515

Bill To

Invoice Date: 10/21/2005

Dells Water Co.
Po Box 870
Clarkdale, AZ 86324

System ID 13029

QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
1	123505	10/3/2005	D	Bacteriology	68.00	68.00
1		10/19/2005	F	Check Chlorinator and Fill Container	20.00	20.00
TOTAL:						\$88.00



Yavapai Water Sampling Specialists
474 Hidden Valley Road
Prescott, AZ 86303
928-445-3910

Invoice

No. 726

Bill To

Invoice Date: 1/16/2006

Dells Water Co.
Po Box 870
Clarkdale, AZ 86324

System ID 13029

QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
1	128229	1/5/2006	D	Bacteriology	68.00	68.00
1		12/22/2005	F	Check Chlorinator and Fill Container	20.00	20.00
1		1/13/2006	F	Check Chlorinator and Fill Container	20.00	20.00
TOTAL:						\$108.00



Yavapai Water Sampling Specialists
474 Hidden Valley Road
Prescott, AZ 86303
928-445-3910

Invoice

No. 588


Bill To

Invoice Date: 11/17/2005

Dells Water Co.
Po Box 870
Clarkdale, AZ 86324

System ID 13029

QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
1	125097	11/1/2005	D	Bacteriology	68.00	68.00
1		11/15/2005	F	Check Chlorinator and Fill Container	20.00	20.00
TOTAL:						\$88.00

QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
1	134649	5/17/2006	D	Bacteriology	68.00	68.00
1			F	Check Chlorinator and Fill Container	25.00	25.00
<div style="text-align: center;">  </div>						
TOTAL:						\$93.00

Yavapai Water Sampling
474 Hidden Valley Road
Prescott, AZ 86303
928-445-3910

Invoice Date:	5/19/2006
No.	1003

Invoice

Invoice

QTY.	1	1	1
SPEC. NO.	131437	3/3/2006	3/14/2006
TEST DATE			
CODE	D F MRDL		
DESCRIPTION	Bacteriology Check Chlorinator and Fill Container Maximum Residual Disinfection Level		
UNIT COST	68.00	20.00	15.00
AMOUNT	68.00	20.00	15.00
TOTAL:			
\$103.00			

Yavapai Water Sample
474 Hidden Valley Road
Prescott, AZ 86303
928-445-3910

Invoice	No.	3/13/2006	861
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Invoice

QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
I I I	133020	4/3/2006 4/17/2006	D F N	Bacteriology Check Chlorinator and Fill Container Nitrate	68.00 20.00 55.00	68.00 20.00 55.00
TOTAL:						\$143.00

Yavapai Water Sampling
474 Hidden Valley Road
Prescott, AZ 86303
928-445-3910

931	4/28/2006
No.	Invoice Date:

Invoice

Invoice

Bill To

Dells Water Co.
Po Box 870
Clarkdale, AZ 86324

928-445-3910

Yavapai Water Sampling Specialists

Invoice

Invoice



Yavapai Water Sampling
474 Hidden Valley Road
Prescott, AZ 86303
928-445-3910

Invoice

Invoice Date:	No.
8/18/2006	1236

Bill To

Dells Water Co.
Po Box 870
Clarkdale, AZ 86324

System ID	13029
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QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
1	139906	8/1/2006	D	Bacteriology	68.00	68.00
1		7/17/2006	F	Check Chlorinator and Fill Container	25.00	25.00
1		7/24/2006	F	Check Chlorinator and Fill Container	25.00	25.00
1		8/7/2006	F	Check Chlorinator and Fill Container	25.00	25.00
1		8/14/2006	F	Check Chlorinator and Fill Container	25.00	25.00

TOTAL: \$168.00

Community & NTNC systems - Please send me your letter from ADEQ concerning stage 2 disinfection, if you chlorinate.



Yavapai Water Sampling
474 Hidden Valley Road
Prescott, AZ 86303
928-445-3910

Invoice

Invoice Date:	No.
6/15/2006	1078

Bill To

Dells Water Co.
Po Box 870
Clarkdale, AZ 86324

System ID	13029
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QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
1	136756	6/5/2006	D	Bacteriology	68.00	68.00
1		6/15/2006	F	Check Chlorinator and Fill Container	25.00	25.00
1		6/15/2006	MRDL	Maximum Residual Disinfection Level	15.00	15.00
1		6/15/2006	CCR	Consumer Confidence Report - Research and two copies to ADEQ	100.00	100.00

TOTAL: \$208.00

All Systems Post PWS Number at Well Site!



Phone #
928-445-3910

QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	AMOUNT
1	141684	9/1/2006	D	Bacteriology	65.00
		8/21/2006	F	Check Chlorinator and Fill Container	25.00
		8/28/2006	F	Check Chlorinator and Fill Container	25.00
		9/18/2006	F	Check Chlorinator and Fill Container	25.00
			MRDL	Maximum Residual Disinfection Level	20.00
Total					\$160.00
Balance Due					\$160.00

Bill To
Dells Water Co. Po Box 870 Clarkdale, AZ 86324

Yavapai Water Sampling Specialists
474 Hidden Valley Road
Prescott, AZ 86303
928-445-3910

Date	Invoice #
9/19/2006	1314

Invoice



Yavapai Water Sampling
474 Hidden Valley Road
Prescott, AZ 86303
928-445-3910

Invoice

Invoice Date:	No.
7/14/2006	1157

Bill To

Dells Water Co.
Po Box 870
Clarkdale, AZ 86324

System ID	13029
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QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
1	138313	7/5/2006	D	Bacteriology	68.00	68.00
1		6/26/2006	F	Check Chlorinator and Fill Container	25.00	25.00
1		7/10/2006	F	Check Chlorinator and Fill Container	25.00	25.00

TOTAL: \$118.00

Chlorinate storage tanks during the summer months.




Invoice
 No. 1396
 Invoice Date: 10/20/2006

Yavapai Water Sampling
 474 Hidden Valley Road
 Prescott, AZ 86303
 928-445-3910



Bill To

Delis Water Co.
 Po Box 870
 Clarkdale, AZ 86324

System ID		13029				
QTY.	SPEC. NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT
1	143789	10/11/2006	D	Bacteriology	68.00	68.00
1		9/25/2006	F	Check Chlorinator and Fill Container	25.00	25.00
1		10/2/2006	F	Check Chlorinator and Fill Container	25.00	25.00
1		10/18/2006	F	Check Chlorinator and Fill Container	25.00	25.00
						

Community & NTNC systems - Please send me your letter from ADEQ concerning stage 2 disinfection, if you chlorinate.

Invoice

Invoice No. 1549
 Invoice Date: 12/15/2006

Yavapai Water Sampling
 474 Hidden Valley Road
 Prescott, AZ 86303
 928-445-3910



Bill To

Delis Water Co.
 Po Box 870
 Clarkdale, AZ 86324

System ID		13029				
QTY.	SPEC NO.	TEST DATE	CODE	DESCRIPTION	UNIT COST	AMOUNT

Effective January 1st there will be a rate increase of \$5 a month due to an increase in Lab Fees.

DELLS WATER COMPANY, INC.

INVOICES RELATING TO:

REPAIRS AND MAINTENANCE



INVOICE

INVOICE	INVOICE NUMBER
11/04/05	S120706477.00
DUE DATE	PAGE #
12/10/05	1 of 1

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES SUPPLY INC
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813

SOLD TO: 188047


188047

SHIP TO: 188047

7 - 2308 WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870


WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870



Ordered By		Telephone		Pricing Branch		Order Date		Purchase Order Number	
IE		928-636-1308		7764		11/04/05		DELLS	
Salesperson		Ship Via		Ship Date		Release Number			
phen Huse		CPU CUST PICK UP		11/04/05					
Writer		Bill of Lading		Terms					
orah Buchanan				2% 10TH PROX 2% SC 25					
Ordered	Shipped	UM	FD	Product Description		Unit Price	UM	Net Amount	
2		2ea		NWD ED2B31R8G1SA51 5/8X3/4 T-10 PLS 302 DIR READ GAL PLS		39.670	ea	79.34	
2		2ea		FORD C38-23-2 .5 5/8X3/4X3/4IN METER COUPLING MSNXMIP 2-1/2IN LGTH		4.460	ea	8.92	
									

11/4/2005 10:45:04 AM

S120706477.001



11/4/2005 10:45:04 AM

S120706477.001

EPNIE

HUGHES SUPPLY STOCKS OVER 350,000 DIFFERENT PRODUCTS FOR TIMELY DELIVERY
NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION
ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES

ht Terms / FOB

paid by 12/10/05 you may deduct \$1.77

Subtotal	88.26
Total	88.26
Total Amount Due	88.26

quotations for all HDPE and PVC related products are for immediate shipment only. Prices are
t to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale."

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

SOLD TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

BRANCH: 7764

#7764 PRESCOTT HSI
HUGHES SUPPLY INC
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

INVOICE	INVOICE NUMBER
05/19/05	S18175789.001
DUE DATE	PAGE #
06/10/05	1 OF 1

Deils

Order By	Telephone	Faxing Branch	Order Date	Purchase Order Number
BRNIE	928-636-1308	7764	05/19/05	03035 TERRA
Stephen Huse	928-636-1308	7764	05/19/05	03035 TERRA
James Olsen	928-636-1308	7764	05/19/05	03035 TERRA
1	1ea	SPEARS 436-010 1IN PVC40 SXM	2% 10TH PROX 2% SC 30	0.33
1	1ea	ADAPTER		0.37
1	1ea	SPEARS 406-010 1IN PVC40 SXS 90		0.37
1	1ea	ELBOW		0.35
1	1ea	SPEARS 437-131 1X3/4IN PVC40 FTGXS		0.35
1	1ea	REDUCING BUSHING		0.35
60	60ea	SCH40 1" 20' SE WHT BCL, 20008 WHT		17.52
1	1ea	NDS 113B 12X17 VLV BOX		11.13
1	1ea	NDS 113C 12X17 COVER		6.04
Subtotal				
Total				
Total Amount Due				

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

35.74
35.03



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

SOLD TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

BRANCH: 7764

#7764 PRESCOTT HSI
HUGHES SUPPLY INC
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

INVOICE	INVOICE NUMBER
05/19/05	S18173288.00
DUE DATE	PAGE #
06/10/05	1 OF 1

Deils

Order By	Telephone	Faxing Branch	Order Date	Purchase Order Number
BRNIE	928-636-1308	7764	05/19/05	03025 TERRA
Stephen Huse	928-636-1308	7764	05/19/05	03025 TERRA
Deborah Buchanan	928-636-1308	7764	05/19/05	03025 TERRA
1	1ea	FORD S71 2 X 1IN IP SADDLE BRS	2% 10TH PROX 2% SC 30	11.4
1	1ea	HINGED 2.375 OD S71-204		11.4
1	1ea	MERIT 2016-001 1 X CL BRS NIPPLE		1.6
1	1ea	JOMAR 100-705 1 T-100 IPS BALL VLV		11.7
Subtotal				
Total				
Total Amount Due				

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

24.9
24.1



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES SUPPLY INC
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813

SOLD TO: 188047

188047

8 - 2267

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

SHIP TO: 188047

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

INVOICE	INVOICE NUMBER
05/05/05	S115671131.001
DUE DATE	PAGE #
06/10/05	1 of 1



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES SUPPLY INC
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813

SOLD TO: 188047

188047

8 - 2114

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

INVOICE	INVOICE NUMBER
05/03/05	S115637539.0
DUE DATE	PAGE #
06/10/05	1 of 1

Ordered By		Telephone		Pricing Branch		Order Date		Purchase Order Number	
ERNIE		928-636-1308		7764		05/05/05		DELLS	
Salesperson		Ship Via		Ship Date		Release Number			
Stephen Huse		CPU CUST PICK UP		05/05/05					
Writer		Bill of Lading		Terms					
Deborah Buchanan				2% 10TH PROX 2% SC 30					
Ordered	Shipped	UM	FD	Product Description		Unit Price	UM	Net Amount	
2		2ea		NWD ED2B31R8G1SA51 5/8X3/4 T-10 PLS 302 DIR READ GAL PLS		38.493	ea	76.99	
2		2ea		FORD B11-333W 3/4IN BALL CURB STOP FIP W/LOCK WING		23.079	ea	46.16	

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number			
ERNIE	928-636-1308	7764	05/03/05	DELLS			
Salesperson	Ship Via	Ship Date	Release Number				
Stephen Huse	CPU CUST PICK UP	05/03/05					
Writer	Bill of Lading	Terms					
Deborah Buchanan		2% 10TH PROX 2% SC 30					
Ordered	Shipped	UM	FD	Product Description	Unit Price	UM	Net Amount
1		1ea		CONTENGI 1-STEEL-LID-SPEC 1 STEEL METER BOX LID SPEC	19.853	ea	19.85
1		1ea		CONTENGI 1CONCBOXUPPE NO 1 CONCRETE METER BOX UPPER	13.081	ea	13.08

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES SUPPLY INC
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813

SOLD TO: 188047

188047

8 - 1961

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

SHIP TO: 188047

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

INVOICE	INVOICE NUMBER
04/06/05	S114611849.001
DUE DATE	PAGE #
05/10/05	1 of 1



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES SUPPLY INC
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813

SOLD TO: 188047

188047


8 - 1848

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

INVOICE	INVOICE NUMBER
03/02/05	S114115909.001
DUE DATE	PAGE #
04/10/05	1 of 1

Ordered By		Telephone		Pricing Branch		Order Date		Purchase Order Number	
ERNIE		928-636-1308		7764		04/06/05		ERNIE	
Salesperson		Ship Via		Ship Date		Release Number			
Stephen Huse		CPU CUST PICK UP		04/06/05					
Writer		Bill of Lading		Terms					
Sherri Phillips				2% 10TH PROX 2% SC 30					
Ordered	Shipped	UM	FD	Product Description		Unit Price	UM	Net Amount	
2		2ea		KRY S03620 UPSD DOWN FLUOR BLUE		4.134	ea	8.27	

Ordered By		Telephone		Pricing Branch		Order Date		Purchase Order Number	
ERNIE		928-636-1308		7764		02/17/05		METER PARTS	
Salesperson		Ship Via		Ship Date		Release Number			
Stephen Huse		CPU CUST PICK UP		03/02/05					
Writer		Bill of Lading		Terms					
Deborah Buchanan				2% 10TH PROX 2% SC 30					
Ordered	Shipped	UM	FD	Product Description		Unit Price	UM	Net Amount	
4		4ea		FORD C38-23-2 .5 5/8X3/4X3/4IN METER COUPLING MSNXP 2-1/2IN LGTH		4.128	ea	16.51	
									
SPRNG						Subtotal		16.51	
HUGHES SUPPLY STOCKS OVER 350,000 DIFFERENT PRODUCTS FOR TIMELY DELIVERY						Total		16.51	
NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION									
ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.									
Freight Terms / FOB									
If paid by 04/10/05 you may deduct \$0.33									
						Total Amount Due		16.51	

[illegible]

STATEMENT

DATE 5-30-05

TO		Wilhoit Water Co.	
		P.O. Box 870	
IN ACCOUNT WITH		Clarkdale, G. 86324	
		Carmie Dodd	
		820 Picacho Blvd	
		Chino Valley, G. 86323	
		Dells System.	
5-19-05	30.35	Tarra	
		Jim Wills	
<p>From 2" main line, bored under road, installed pipe, valves and 1" lateral line to lot.</p> <p>Did not install meter at this time, as he was now requesting a 1" meter rather than standard 3/4" meter. He has 1" meter ordered from Hughes and will install same.</p> <p>Permit - 135^{00}</p> <p>Caution Tape - 68^{00}</p> <p>8.99</p> <p>$\\$200.99$</p>			

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STATEMENT

DATE 5-16-05

TO		Wilhoit Water Co.	
		P.O. Box 870	
IN ACCOUNT WITH		Clarkdale, G. 86324	
		Carmie Dodd	
		820 Picacho Blvd	
		Chino Valley, G. 86323	
		Dells System.	
5-3-04		Cornet Meadow Lane & Wren	
		Driveway -	
<p>Remove broken valve box around main line valve - Replace boxes and box cover.</p> <p>85^{00}</p>			

12

STATEMENT

DATE 6-25-05

TO		Wilhoit Water Co.	
		P.O. Box 870	
IN ACCOUNT WITH		Clarkdale, G. 86324	
		Carmie Dodd	
		820 Picacho Blvd	
		Chino Valley, G. 86323	
		Dells System	
4-10		Meadow Lane - Carmen	
6-22-05		Remove old meter, valves & fittings - Install new fittings with meter set & valve -	
		raised meter approx. 12" -	
		Old meter reading - 138580	
		New Meter - 0000010 -	
		Material -	12.50
			10.75
			$\$125.25$

23

STATEMENT

DATE 5-30-05

TO		Wilhoit Water Co.	
		P.O. Box 870	
IN ACCOUNT WITH		Clarkdale, G. 86324	
		Carmie Dodd	
		820 Picacho Blvd	
		Chino Valley, G. 86323	
		Dells System.	
5-23-05		Blue Slabs	
		for American Fence	
		Stems -	
		PH (925) 772-6320	
			$\$40^{00}$

17

STATEMENT

DATE 7-13-05

4000092

IN ACCOUNT WITH

Clarkdale, G. 86324

P.O. Box 870

White Water Co.

TERMS

820 Picacho Blvd

Chino Valley, G. 86323

Delta System

Repaired main line water

Leak at 1/2 mile from

Germany Meadows Fairgrounds

Sanctified app. 8 1/2 miles

Picacho -

Cumulative -

153 -

60 -

4215 -

STATEMENT

DATE 8-27-05

400118

IN ACCOUNT WITH

Clarkdale, G. 86324

P.O. Box 870

White Water Co.

TERMS

820 Picacho Blvd

Chino Valley, G. 86323

Delta System

Hwy 89 - along East side

of Highway - across from 4th

stop - main water line covered

down Highway - across Hwy 89

then main north along Hwy

Blue state over 25 ft dia -

at position of red cone not

up by Cone C.

445.00

STATEMENT

DATE 6-25-05

4000088

IN ACCOUNT WITH

Clarkdale, G. 86324

P.O. Box 870

White Water Co.

TERMS

820 Picacho Blvd

Chino Valley, G. 86323

Delta System

Blue state over along

near end of Hwy 89 from

examination for cable installation

also located no more line

willow line to along Hwy 89

also along Hwy 89 from Picacho

for trash

40 -

STATEMENT

DATE 8-21-05

400114

IN ACCOUNT WITH

Clarkdale, G. 86324

P.O. Box 870

White Water Co.

TERMS

820 Picacho Blvd

Chino Valley, G. 86323

Delta System

Blue state over R.O.T.

Hwy 89 from Main Road 313 to

316.5 - back sewer - 20 ft back

the in the area about 9

willow line to along Hwy 89

also along Hwy 89 from Picacho

for trash

65 -

User: 197401
 Password: 5462 196

400137

STATEMENT DATE 9-20-05

TO		Wilhoit Water Co.	
		P.O. Box 870	
IN ACCOUNT WITH		Clarkdale, Ky. 86324	
		Tennie Sosa	
		820 Picacho Blvd	
		Chino Valley, Ky. 86323	
		Blue Hills	
9-15-05 - For A.D.E. Evaluation - Check well I.D. numbers - (# (B.13-01) 03 bda) and identify location - (Lot #29 - Blue Hills location - Corner of Margarita & McClester -			
		45-	

adams 25812

400117

STATEMENT DATE 9-27-05

TO		Wilhoit Water Co.	
		P.O. Box 870	
IN ACCOUNT WITH		Clarkdale, Ky. 86324	
		Tennie Sosa	
		820 Picacho Blvd	
		Chino Valley, Ky. 86323	
		Della System	
N.E. Corner Jarra Ave & Liberty Lane - north along East side of Jarra - 20ft. back from edge of Pavement - Blue Stakes for excavation for flow line installation -			
		60.00	

adams 25812

400138

STATEMENT DATE 9-20-05

TO		Wilhoit Water Co.	
		P.O. Box 870	
IN ACCOUNT WITH		Clarkdale, Ky. 86324	
		Tennie Sosa	
		820 Picacho Blvd	
		Chino Valley, Ky. 86323	
		Della System	
9-16-05 Locate & expose three main line valves - one on 4" main on Liberty; two on main line on meadow lane - install box and covers on valves on meadow; install new box and cover on on Liberty to raise above ground level (this box was put below ground level & continuously getting filled with dirt & debris). Purchased curb stop box for operation of above valves.			
		70.00	
		9.67	
		79.67	

adams 25812

400116

STATEMENT DATE 8-27-05

TO		Wilhoit Water Co.	
		P.O. Box 870	
IN ACCOUNT WITH		Clarkdale, Ky. 86324	
		Tennie Sosa	
		820 Picacho Blvd	
		Chino Valley, Ky. 86323	
		Della System	
3002 Meadow Lane. Inc 25A Herbert Keppel. Ph- 776-7866 / 899-5874			
Install new meter set, new meter & valves - raised meter approx 12 inches -			
		115.00	
old meter reading - 361180 new meter - 000010 -			

adams 25812

IN ACCOUNT WITH

WILLIAM BLATT CO.
P.O. Box 870
Clarkdale Ga. - 86324
Loraine Road

820 Peachtree St
Clarkdale Ga., 86323

9-24-03

Delta System

303571 Invoice
Yam Willie.

New York to American Express Co. -
Pg. 772-6320

4/5

TERMS

DATE 10-3-05

AMOUNT

400139

[illegible]

TERMS
 DATE 10-17-05
 400750

[illegible]

1670
ment
65.00
16.97
181.97

181.97

STATEMENT

546927

DATE 12-9-05

TO		Wilhoit Water Co.	
		P.O. Box 870	
		Clarkdale, G. 86324	
IN ACCOUNT WITH		Bernie Sott	
		820 Picacho Blvd	
		Chino Valley, G. 86323	
		Sella System	
11-30-05 - The City of Prescott, (Robert) Blue State Area Adjacent to Hwy 89 Th. & Watson Lake Park Entrance for excavation work.			
		45 ⁰⁰	

adams 25812

10

7

MENT

546909

DATE 11-7-05

TO		Wilhoit Water Co.	
		P.O. Box 870	
		Clarkdale, G. 86324	
IN ACCOUNT WITH		Bernie Sott	
		820 Picacho Blvd	
		Chino Valley, G. 86323	
		Sella System	
		Galvanized cover for outdoor exposed pipe & electrical wiring to pump house	
		Material	
		80 ⁰⁰	
		36.97	
		\$116.97	

adams 25812

31.97

1.97
5.00
1.670

STATEMENT

546933

DATE 12-12-05

TO		Wilhoit Water Co.	
		P.O. Box 870	
		Clarkdale, G. 86324	
IN ACCOUNT WITH		Bernie Sott	
		820 Picacho Blvd	
		Chino Valley, G. 86323	
		Sella System	
		Joy Sewell	
		3 Sella Lane	
Installed new meter and riser - raised meter 10" to get top of meter box above ground level -			
S/N - 81588564			
Old meter Reading - 091660			
New meter " - 000000			
		85 ⁰⁰	

adams 25812

80

MENT

546924

DATE 11-29-05

TO		Wilhoit Water Co.	
		P.O. Box 870	
		Clarkdale, G. 86324	
IN ACCOUNT WITH		Bernie Sott	
		820 Picacho Blvd	
		Chino Valley, G. 86323	
		Sella System	
		Seal cracks in south and west block wall of pump house Paint cover over outside electrical line & water conduits	
		Material	
		65 ⁰⁰	
		18.59	
		\$83.59	

adams 25812

61

546944

STATEMENT

DATE 1-6-06

TO: Willard Water Co.

FROM: P.O. Box 870

CHARLESTON, W. VA. 26324

IN ACCOUNT WITH: Charlie Smith

820 Peach Bluff

Clarno Valley, W. 86323

Allen System

3005 N. Hwy 89-

Dr. and Assoc. with Dr. P.O. - doing new meter for this meter with company - cover - new 2 1/2" deep - with new meter + install new meter for + cover when new meter is installed -

45-

546938

STATEMENT

DATE 12-26-05

TO: Willard Water Co.

FROM: P.O. Box 870

CHARLESTON, W. VA. 26324

IN ACCOUNT WITH: Charlie Smith

820 Peach Bluff

Clarno Valley, W. 86323

Allen System

Dr. and Assoc. with Dr. P.O. - doing new meter for this meter with company - cover - new 2 1/2" deep - with new meter + install new meter for + cover when new meter is installed -

45-

546945

STATEMENT

DATE 1-6-06

TO: Willard Water Co.

FROM: P.O. Box 870

CHARLESTON, W. VA. 26324

IN ACCOUNT WITH: Charlie Smith

820 Peach Bluff

Clarno Valley, W. 86323

Allen System

Dr. and Assoc. with Dr. P.O. - doing new meter for this meter with company - cover - new 2 1/2" deep - with new meter + install new meter for + cover when new meter is installed -

45-

546937

STATEMENT

DATE 12-26-05

TO: Willard Water Co.

FROM: P.O. Box 870

CHARLESTON, W. VA. 26324

IN ACCOUNT WITH: Charlie Smith

820 Peach Bluff

Clarno Valley, W. 86323

Allen System

Dr. and Assoc. with Dr. P.O. - doing new meter for this meter with company - cover - new 2 1/2" deep - with new meter + install new meter for + cover when new meter is installed -

45-

546991

STATEMENT		DATE 3-23-06
To Wilhoit Water Co.		TERMS
P.O. Box 870		
Clarkdale, Ar. 86324		
IN ACCOUNT WITH		
Lennie Dodd		
820 Picacho Blvd		
Chino Valley, Ar. 86323		
Sells System		
3-10-06	For T & L Electric (Tracy)	
	PA 1-928-468-8552	
(Contract for P.O.D.T.) Blue		
Stake West side of S.P. 89 North		
50 ft from Pavement - 1300 ft		
North from Willow Lake Road		
Excavate for power line		
Installation		
		\$45

adams 25812

DELI

546973

STATEMENT		DATE 2-15-06
To Wilhoit Water Co.		TERMS
P.O. Box 870		
Clarkdale, Ar. 86324		
IN ACCOUNT WITH		
Lennie Dodd		
820 Picacho Blvd		
Chino Valley, Ar. 86323		
Sells System		
2-9-06	Repairs & upgrade to 3 in	
	main line with valves at junction	
	of Liberty Lane and Meadow Ln.	
	Installed new valve tops & covers	
	to make valves workable & more	
	accessible.	
		90

adams 25812

DELI

546981

STATEMENT		DATE 3-14-06
To Wilhoit Water Co.		TERMS
P.O. Box 870		
Clarkdale, Ar. 86324		
IN ACCOUNT WITH		
Lennie Dodd		
820 Picacho Blvd		
Chino Valley, Ar. 86323		
Sells System		
3-23-06	3003 Meadow Lane	
	Langford	
Raised meter - replaced lateral		
pipe as necessary - Installed meter		
out and new meter		
New meter SN - 8158 F554		
New meter Reading - 0000010		
Old reading - 4889507		
		\$95

adams 25812

DELI

546974

STATEMENT		DATE 2-15-06
To Wilhoit Water Co.		TERMS
P.O. Box 870		
Clarkdale, Ar. 86324		
IN ACCOUNT WITH		
Lennie Dodd		
820 Picacho Blvd		
Chino Valley, Ar. 86323		
Sells System		
	#9 When Drive	
	Bill Winters -	
	PA 445-5319	
Repair leak in lateral line		
between main line & meter		
		85

adams 25812

DELI

031702

STATEMENT

DATE 8-16-06

PO

Wichita Water Co

P.O. Box 870

Clarkdale, Ok. 86324

TERMS

IN ACCOUNT WITH

Carrie Dodd

820 Peacocks Blvd

Chino Valley, Ok. 86323

Bells System

Richardson

2548 Meadow Lane

Ph - 713-3445

Blue stake found in house along
Meadow Lane - Blue lateral feed
line along property to Bells Lane -
also along Bells Lane - Excavation
for construction

PAID

57.25

DELLI; 25812

MENT

DATE 5-1-06

Wilhoit Water Co.

P.O. Box 870

Clarkdale, Az 86324

IN ACCOUNT WITH

Kornie Soda

820 Picacho Blvd.

Chino Valley Az. 86323

7-18 DA Bells System

3080 N. Hwy 89

Lakeside Apts -

For Disturbance Excavating

717-2191

Blue stake for excavating

for septic tank & drainage -

55

— 35 —

Deils E

031711

EMENT

DATE 8-16-06

TERMS

Wilhoit Water Co
P.O. Box 870
Clarkdale, G. 86324

IN ACCOUNT WITH

Connie Todd
820 Picacho Blvd
Chino Valley, G. 86323

8-7-06

Sella System

3025 Tarra

ENTERED

Raise meter - meter approx. 33" deep.

Installed new meter set - raised
meter approx. 20" - replaced plumbing
as necessary - Installed new cover
+ box - Did not replace meter -

Note: This is a 1" meter - requires
1" meter set + fittings -

#9233

2. meter 25812

3
8
7

MENT

DATE 8-1-06

TERMS

Wilhoit Water Co.
P.O. Box 870
Clarksdale, Ms. 38624

IN ACCOUNT WITH

Cornie Cook
P20 Picacho Blvd.
Chino Valley, Az. 86323

7-21-06

Delta System
3070 Tanna Ave.
For A.P.S. 770-3642 (Ram)

Blue Stacks for Power Pole
Installation & repositioning of
power lines on East side of
Tanna.

40

100

CELLS W/

Cells:

STATEMENT

DATE 12-16-06

118815

118810

TO: Willard Water Co.
P.O. Box 870
Clarkston, GA 30634

IN ACCOUNT WITH:
Clarkston, GA 30634

FROM: Willard Water Co.
P.O. Box 870
Clarkston, GA 30634

TERMS

12-6-06

Willard Water Co.
Clarkston, GA 30634

At intersection of Willard and Clark - Blue Mark 2000

It - on the side of Willard - Blue Mark 2000

found on Clark - Blue Mark 2000

of Clark - Blue Mark 2000

water line extending into the out

118815

STATEMENT

DATE 12-20-06

031750

TO: Willard Water Co.
P.O. Box 870
Clarkston, GA 30634

IN ACCOUNT WITH:
Clarkston, GA 30634

FROM: Willard Water Co.
P.O. Box 870
Clarkston, GA 30634

TERMS

12-19-06

Willard Water Co.
Clarkston, GA 30634

At intersection of Willard and Clark - Blue Mark 2000

It - on the side of Willard - Blue Mark 2000

found on Clark - Blue Mark 2000

of Clark - Blue Mark 2000

water line extending into the out

118815

STATEMENT

DATE 10-20-06

031747

TO: Willard Water Co.
P.O. Box 870
Clarkston, GA 30634

IN ACCOUNT WITH:
Clarkston, GA 30634

FROM: Willard Water Co.
P.O. Box 870
Clarkston, GA 30634

TERMS

9-29-06

Willard Water Co.
Clarkston, GA 30634

At intersection of Willard and Clark - Blue Mark 2000

It - on the side of Willard - Blue Mark 2000

found on Clark - Blue Mark 2000

of Clark - Blue Mark 2000

water line extending into the out

118815

STATEMENT

DATE 10-13-06

031741

TO: Willard Water Co.
P.O. Box 870
Clarkston, GA 30634

IN ACCOUNT WITH:
Clarkston, GA 30634

FROM: Willard Water Co.
P.O. Box 870
Clarkston, GA 30634

TERMS

9-29-06

Willard Water Co.
Clarkston, GA 30634

At intersection of Willard and Clark - Blue Mark 2000

It - on the side of Willard - Blue Mark 2000

found on Clark - Blue Mark 2000

of Clark - Blue Mark 2000

water line extending into the out

118815

MATERIAL	PRICE	AMOUNT
5 F B Road	4.92	24.50

A 15.00 Charge On Returned Check - Check K Service Charge of 15% On Accounts Over 15 Days.

DATE COMPLETED

DATE

10/13/06

4074

NAME: J. B. L. L. C.

ADDRESS: 40820 W. 4th St. #28324

CITY: Phoenix

STATE: AZ

ZIP: 85018

PHONE: (602) 445-3910

DESCRIPTION OF WORK: New Water Meter

ORDER TAKEN BY: J. B. L. L. C.

STARTING DATE:

COMPLETED DATE:

TOTAL MATERIAL: 24.50

TOTAL LABOR: 24.50

TOTAL: 49.00

TAX: 2.45

TOTAL: 51.45

Thank You

PAY THIS AMOUNT

PRESCOTT PUMP SERVICE, INC.
 Serving Yavapai County Since 1946
 474 Hidden Valley Road
 Prescott, Arizona 86303
 (928) 445-3910
 ROC Lic. #057998

MATERIAL	PRICE	AMOUNT
5 F B Road	4.92	24.50

A 15.00 Charge On Returned Check - Check K Service Charge of 15% On Accounts Over 15 Days.

DATE COMPLETED

DATE

9/15/06

4004

NAME: J. B. L. L. C.

ADDRESS: 40820 W. 4th St. #28324

CITY: Phoenix

STATE: AZ

ZIP: 85018

PHONE: (602) 445-3910

DESCRIPTION OF WORK: New Water Meter

ORDER TAKEN BY: J. B. L. L. C.

STARTING DATE:

COMPLETED DATE:

TOTAL MATERIAL: 24.50

TOTAL LABOR: 24.50

TOTAL: 49.00

TAX: 2.45

TOTAL: 51.45

Thank You

PAY THIS AMOUNT

PRESCOTT PUMP SERVICE, INC.
 Serving Yavapai County Since 1946
 474 Hidden Valley Road
 Prescott, Arizona 86303
 (928) 445-3910
 ROC Lic. #057998

MATERIAL	PRICE	AMOUNT
5 F B Road	4.92	24.50

A 15.00 Charge On Returned Check - Check K Service Charge of 15% On Accounts Over 15 Days.

DATE COMPLETED

DATE

1/23/07

4114

NAME: J. B. L. L. C.

ADDRESS: 40820 W. 4th St. #28324

CITY: Phoenix

STATE: AZ

ZIP: 85018

PHONE: (602) 445-3910

DESCRIPTION OF WORK: New Water Meter

ORDER TAKEN BY: J. B. L. L. C.

STARTING DATE:

COMPLETED DATE:

TOTAL MATERIAL: 24.50

TOTAL LABOR: 24.50

TOTAL: 49.00

TAX: 2.45

TOTAL: 51.45

Thank You

PAY THIS AMOUNT

PRESCOTT PUMP SERVICE, INC.
 Serving Yavapai County Since 1946
 474 Hidden Valley Road
 Prescott, Arizona 86303
 (928) 445-3910
 ROC Lic. #057998

MATERIAL	PRICE	AMOUNT
5 F B Road	4.92	24.50

A 15.00 Charge On Returned Check - Check K Service Charge of 15% On Accounts Over 15 Days.

DATE COMPLETED

DATE

5/12/06

3452

NAME: J. B. L. L. C.

ADDRESS: 40820 W. 4th St. #28324

CITY: Phoenix

STATE: AZ

ZIP: 85018

PHONE: (602) 445-3910

DESCRIPTION OF WORK: New Water Meter

ORDER TAKEN BY: J. B. L. L. C.

STARTING DATE:

COMPLETED DATE:

TOTAL MATERIAL: 24.50

TOTAL LABOR: 24.50

TOTAL: 49.00

TAX: 2.45

TOTAL: 51.45

Thank You

PAY THIS AMOUNT

PRESCOTT PUMP SERVICE, INC.
 Serving Yavapai County Since 1946
 474 Hidden Valley Road
 Prescott, Arizona 86303
 (928) 445-3910
 ROC Lic. #057998

10-10306748

10/25/07
R. M.

$$\begin{array}{r} 257 \\ 127.54 \end{array}$$
205.45

DELLS WATER COMPANY, INC.

INVOICES RELATING TO:

PURCHASED POWER



Your electricity bill

Bill date: December 8, 2006

Summary of what you owe

Amount owing on your previous bill	\$146.94
Less: Payment made on Nov 17, thank you!	\$146.94
Equals: Your balance forward	\$0.00
Plus: Your new charges (details on following pages)	
Cost of electricity (with base and fees)	\$134.99
Equals: Total amount due	\$134.99
Due date: December 21, 2006	



Page 1 of 3 See page 2 for more information.

DELLS WATER CO INC

Your account number: [REDACTED]

For service at: 123 Central Drive

Phone: [REDACTED]

Questions?

Call 602-371-8877 or 1-800-253-9427.

Where you live: [REDACTED]

Where you work: [REDACTED]

Where you shop: [REDACTED]

Where you travel: [REDACTED]

Where you play: [REDACTED]

Where you go to school: [REDACTED]

Where you go to church: [REDACTED]

Where you go to work: [REDACTED]

Where you go to school: [REDACTED]

Where you go to church: [REDACTED]

Where you go to work: [REDACTED]

Where you go to school: [REDACTED]

Where you go to church: [REDACTED]

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Where you go to school: [REDACTED]

Where you go to church: [REDACTED]

Where you go to work: [REDACTED]

Where you go to school: [REDACTED]

Where you go to church: [REDACTED]

Where you go to work: [REDACTED]

Where you go to school: [REDACTED]

Where you go to church: [REDACTED]

DELLS WATER COMPANY, INC.

INVOICES RELATING TO:

MISCELLANEOUS INVOICES NOT
DELINEATED PER WATER SITE

November 20, 2005

Wilhoit Dells Water Co. Inc.
P.O.Box 870
Clarkdale, AZ 86324

Please send a check in the amount of \$150.00 for water property maintenance to:
K.L. Roth
21 Liberty Lane
Prescott, AZ. 86301

Thank You

ps. This should be the last bill until next summer.

Amount: \$150.00
Account: [REDACTED]
Bank Number: [REDACTED]

Sequence Number: 3150663992
Capture Date: 12/06/2005
Check Number: 1672

1572

DELTA WATER COMPANY, INC.
P.O. BOX 870
CLARKDALE, AZ 86324
(928) 634-4200

BANK OF AMERICA
00000 AZ
91-170-1221

11/30/2005

PAY TO THE ORDER OF K.L. Roth \$ 150.00
One Hundred Fifty and 00/100 ***** DOLLARS

K.L. Roth
21 Liberty Lane
Prescott, AZ 86301

MEMO
maintenance around well

Chl...

Compass Bank 12/05/05

COMPASS BANK
BIRMINGHAM, AL

Handwritten note: "Handwritten check for 150.00"

12/05/05 11 PM

This Months

DELTA WATER COMPANY, INC.

P.O. BOX 870
CLARKDALE, AZ 86324
(928) 634-4200

BANK OF AMERICA
00000 AZ
91-170-1221

1664

PAY TO THE ORDER OF K.L. Roth

03/98 / K.L.
2117.48

10/20/2005

\$ 150.00

One Hundred Fifty and 00/100 *****

DOLLARS

K.L. Roth
21 Liberty Lane
Prescott, AZ 86301

MEMO
maintenance around well

07413381047102805#056

\$150.00

Chl...

October 15, 2005

Wilhoit Dells Water Co. Inc.
P.O.Box 870
Clarkdale, AZ 86324

Please send a check in the amount of \$150.00 for water property maintenance to:
K.L. Roth
21 Liberty Lane
Prescott, AZ. 86301

Thank You

Compass Bank 12/28/05
Bham, AL 35203 1135

01/29/06

COMPASS BANK
BIRMINGHAM, AL

12/31/05 12:00 PM 12/31/05

Last Months

*Extra
Rain - have to mow
all time
tree had to be cut back*

September 12, 2005

Dells

Wilhoit Dells Water Co.Inc.
P.O.Box 870
Clarkdale, AZ 86324

August 16, 2005

Wilhoit Dells Water Co.Inc.
P.O.Box 870
Clarkdale, AZ 86324

Please send a check in the amount of \$150.00 for water property maintenance to:
K.L. Roth
21 Liberty Lane
Prescott, AZ. 86301

Thank You

K.L. Roth

11

Please send a check in the amount of \$150.00 for water property maintenance to:
K.L. Roth
21 Liberty Lane
Prescott, AZ. 86301

Thank You

K.L. Roth

July 8, 2005

Wilhoit Dells Water Co.Inc.
P.O.Box 870
Clarkdale, AZ 86324

Please send a check in the amount of \$150.00 for water property maintenance to:
K.L. Roth
21 Liberty Lane
Prescott, AZ. 86301

Thank You

June 9, 2005


Wilhoit Dells Water Co.Inc.
P.O.Box 870
Clarkdale, AZ 86324

Please send a check in the amount of \$150.00 for water property maintenance to:
K.L. Roth
21 Liberty Lane
Prescott, AZ. 86301

Thank You

ADONIS 70005

Wilhoit Delle Water Co Inc.
P.O.Box 870
Clarkdale, AZ 86324



Please send a check in the amount of \$100.00 for water property maintenance to:
R.L. Roth
21 Liberty Lane
Prescott, AZ 86301

Thank You

INVOICE	INVOICE NUMBER
03/01/07	5128222784.001
DUE DATE	PAGE #
04/10/07	1 of 1



REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT PLUMBING HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813

Global Support Center
501 W. Church Street
Orlando, FL 32805

2-15070

February 28, 2007

SOLD TO: 188047

188047

SHIP TO: 188047

6 - 155 WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

Wilhoit Dells Water Company
PO Box 870
Clarkdale AZ 86324-0870

Dear Valued Customer:

We are pleased to announce that Hughes Supply Plumbing/HVAC is now HD Supply Plumbing/HVAC. As part of the HD Supply family of businesses, we will draw on our combined strengths and best practices to offer our professional customers an unparalleled supplier relationship. Our look and name may be changing, but we are the same professional supplier you have always done business with...only better. You will begin to see our new name and logo on all correspondence, including invoices. Our goal is for this transition to be as seamless to you as possible.

All remittances for any invoices currently outstanding should be made payable to HD Supply Plumbing/HVAC, Ltd. Our lockboxes are not changing, just the name on the invoice. If you currently have a tax exemption certificate on file with us, we respectfully request that you send us an updated one issued to HD Supply Plumbing/HVAC, Ltd. for our files in order to ensure your exemption status with us remains current. Going forward, all contracts should be in the name of HD Supply Plumbing/HVAC, Ltd., and no changes are necessary for existing agreements.

There is no change in our relationship with you, nor will your existing contacts within our organization change. Our phone numbers and addresses have not changed. We ask that you update your files, records, databases and contact information to reflect our new name as soon as possible. Also included on the reverse is a current W-9 form with our new company name for your records. Our tax identification number stays the same.

We sincerely appreciate your business and look forward to the opportunity to continue to earn it. If you have any questions, please contact your sales representative, credit representative or visit <http://www.hdsupplyinc.com/plumbing-hvac.html> for the latest information.

Sincerely,

Frank Garcia

Frank Garcia
President, HD Supply Plumbing/HVAC

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
ERNIE	928-636-1308	7764	03/01/07	DELLS
Salesperson	Ship Via	Ship Date	Release Number	
Stephen Huse	CPU CUST PICK UP	03/01/07		
Writer	Bill of Lading	Terms		
Hector Urias		2% 10TH PROX 2% SC 25		
Order#	Shipped	UM	FD	Product Description
2	2ea			NEPTUNE ED2F11R8G1SA51 1IN T-10 C/I BTIN DIR READ GAL PLAS REG W/STREET READ
				Unit Price 127.998ea
				Net Amount 256.00
				Subtotal 256.00
				Total 256.00
				HD SUPPLY STOCKS OVER 350,000 DIFFERENT PRODUCTS FOR TIMELY DELIVERY NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.
				Freight Terms / FOB
				If paid by 04/10/07 you may deduct \$5.12
				Total Amount Due 256.00

*Price schedule for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice. Terms and conditions of sale are subject to the Terms and Conditions of Sales outlined on the reverse side of this invoice.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

WILHOIT WATER CO.
P.O. BOX 870
CLARKDALE, AZ. 86324
928-639-1308
928-634-8512 FAX

Date: 2/13/07

From: Debbie Lalue

To: Accts Receivable

Re: Acct 188047

413-653-6355

Message: The past due invoices on your
stmt have been paid before the due date

Number of pages including this one 3

Date	Number	Ship To	PO Number	Amount	Discount	Net Due	Due Date
03/01/07	5128222784.001	WILHOIT DELLS WATER COMPANY		1.30	.00	1.30	03/10/08
10/25/08	5128222784.001	SAV CHRG		9.86	.00	9.86	11/04/08
11/25/08	5128222784.001	SAV CHRG		7.82	.00	7.82	12/03/08
12/08/08	5128222784.001	STOCK		82.00	-1.84	80.16	01/10/09
12/11/08	5128222784.001	NO		178.88	-1.58	177.30	01/10/09
12/17/08	5128222784.001	6/8 METER		228.08	-4.58	223.50	01/10/09
		Account Total:	104080	408.91	-7.80	401.11	
A total cash discount for invoices on this statement of \$7.80 is available. See invoices for the due date.							
Deposits are not included in the balance due							
Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	91+ Days Past Due			
390.02	7.82	9.68	1.39	.00			
Previous Balance	Payments	Credits	Current Charges	Balance Due			
408.60	-389.71	.00	390.02	408.91			

Invoice No.	Invoice Amt	Net Due	Paid Amt
5128222784.001	1.30	.00	1.30
5128222784.001	9.86	.00	9.86
5128222784.001	7.82	.00	7.82
5128222784.001	82.00	-1.84	80.16
5128222784.001	178.88	-1.58	177.30
5128222784.001	228.08	-4.58	223.50
5128222784.001	408.91	-7.80	401.11

WILHOIT DELLS WATER COMPANY
P.O. BOX 870
CLARKDALE, AZ 86324-0870
928-639-1308

Remit To:
HD SUPPLY
P.O. BOX 79382
CITY OF INDUSTRY, CA 91716-9382
888-888-6087

Statement Lines:
Statement No. 1
P153348
22386

12/29/2006

Statement Dates:
12/28/2006
P153348
22386

Page 2 of 2
Remit To:
HD SUPPLY
P.O. BOX 79382
CITY OF INDUSTRY, CA 91716-9382
888-888-6087



WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

Payment Information

Our goal at HD Supply is to expedite your payment and the application of the payment to your account. With this in mind:

- We have enclosed a return window envelope to better facilitate the payment to us.
- We have provided a perforated slip below that should be detached and included in the enclosed envelope. This perforated slip contains two areas: amount enclosed indicator, and an indicator to denote whether you would like for the payment to be applied based on oldest invoices to the most current invoices for the specific account number, or to the account name indicated.
- If you do not indicate that your payment should be applied to oldest to newest invoices on the perforated slip below, please be sure to include a clear, detailed payment correspondence document with your payment. This document should indicate the invoice number(s) and associated dollar amount to be paid. A lack of payment direction could delay the application of your check.

Please verify that your records indicate the correct remit address noted below to ensure timely processing of your payment.

Did you know...

HD Supply can initiate an electronic fund transfer (EFT) directly from your bank account to pay on your open balance, and will be applied to the specific invoices within 24-hours from the bank confirmation? Please contact your local branch, or the Customer Service Call Center at 1-888-888-6087 for more information.

Please detach and return this payment coupon and/or remittance advice from your statement along with your check to HD Supply.

Apply check to the entire statement checked below:

<input type="checkbox"/> Current	\$.00
<input type="checkbox"/> 1-30 Days Past Due	\$.00
<input type="checkbox"/> 31-60 Days Past Due	\$ 7.82
<input type="checkbox"/> 61-90 Days Past Due	\$ 9.68
<input type="checkbox"/> 91+ Days Past Due	\$ 1.39

Account Balance \$ 18.89

Amount Paid

☐ Apply check based on oldest to newest open invoices.

☐ Apply all payments tendered based on oldest invoices to most current invoices until further notice.

If you have multiple job accounts please specify the job name(s)

Statement Date: 01/26/2007
Customer No.: P153348
Statement No.: 53913

HD SUPPLY
P.O. BOX 79382
CITY OF INDUSTRY, CA 91716-9382

Customer Confirmation Signature

HDSUPPLY



WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

Page 1 of 2

Statement Date: 12/25/2006
Customer No.: P153348
Statement No.: 22386

Payment Information

Our goal at HD Supply is to expedite your payment and the application of the payment to your account. With this in mind:

- We have enclosed a return window envelope to better facilitate the payment to us.
- We have provided a perforated slip below that should be detached and included in the enclosed envelope. This perforated slip contains two areas: amount enclosed indicator, and an indicator to denote whether you would like for the payment to be applied based on oldest invoices to the most current invoices for the specific account number, or to the account name indicated.
- If you do not indicate that your payment should be applied to oldest to newest invoices on the perforated slip below, please be sure to include a clear, detailed payment correspondence document with your payment. This document should indicate the invoice number(s) and associated dollar amount to be paid. A lack of payment direction could delay the application of your check.

Please verify that your records indicate the correct remit address noted below to ensure timely processing of your payment.

Did you know...

HD Supply can initiate an electronic fund transfer (EFT) directly from your bank account to pay on your open balance, and will be applied to the specific invoices within 24-hours from the bank confirmation? Please contact your local branch, or the Customer Service Call Center at 1-888-888-6087 for more information.

Please detach and return this payment coupon and/or remittance advice from your statement along with your check to HD Supply.

Apply check to the entire statement checked below:

<input type="checkbox"/> Current	\$ 390.02
<input type="checkbox"/> 1-30 Days Past Due	\$ 7.82
<input type="checkbox"/> 31-60 Days Past Due	\$ 9.68
<input type="checkbox"/> 61-90 Days Past Due	\$ 1.39
<input type="checkbox"/> 91+ Days Past Due	\$.00

Account Balance \$ 408.91

Amount Paid

☐ Apply check based on oldest to newest open invoices.

☐ Apply all payments tendered based on oldest invoices to most current invoices until further notice.

If you have multiple job accounts please specify the job name(s)

Statement Date: 12/25/2006
Customer No.: P153348
Statement No.: 22386

HD SUPPLY
P.O. BOX 79382
CITY OF INDUSTRY, CA 91716-9382

Customer Confirmation Signature

W-9 Request for Taxpayer Identification Number and Certification

Form (Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Name (as shown on your income tax return)
HD Supply Waterworks, Ltd.

Business name, if different from above

Check appropriate box: ☐ Individual ☐ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other

Address (number, street, and apt. or suite no.)
City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 5. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(e) for additional information.

Special rules for partnerships: Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

SOLD TO: 188047

188047

6 - 248 WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

INVOICE	INVOICE NUMBER
12/11/06	S127282018.00
DUE DATE	PAGE #
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**INVOICE**

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

SOLD TO: 188047

188047

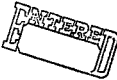
6 - 234 WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

INVOICE	INVOICE NUMBER
12/08/06	S125130770.0
DUE DATE	PAGE #
01/10/07	1 of 1

[illegible]

*Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to the Terms and Conditions of Sales outlined on the reverse side of this invoice.

Ordered By		Telephone		Pricing Branch		Order Date		Purchase Order Number	
EARNY		928-636-1308		7764		09/25/06		STOCK	
Salesperson		Ship Via				Ship Date		Release Number	
Stephen Huse		CPU CUST PICK UP				12/08/06			
Writer		Bill of Lading				Terms			
Do Not Use						2 1/2 10TH PROX		2 1/2 SC 25	
Ordered	Shipped	UM	FD	Product Description			Unit Price	UM	Net Amount
1	1ea			FORD FS1-5.35 X 7.5 REPAIR CLAMP			59.829ea		59
5	5ea			KRYLON 903620 QUIK-MARK WB FLUORESCENT CAUTION BLUE			4.450ea		22
<div style="text-align: center;">  <p>09/25/06 10:41 AM 02510707.002</p> <p><i>E. Huse (Jro)</i></p> </div>									
<p>WARNING:</p> <p>NO SUPPLY STOCKS OVER 350,000 DIFFERENT PRODUCTS FOR TIMELY DELIVERY</p> <p>NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION</p> <p>ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.</p>							Subtotal		62
							Total		62
Freight Terms / FOB									
If paid by 01/10/07 you may deduct \$1.64									
							Total Amount Due		62

*Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to the Terms and Conditions of Sales outlined on the reverse side of this invoice.

**INVOICE**

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

SOLD TO: 188047

188047

6 - 224 WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

INVOICE	INVOICE NUMBER
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DUE DATE	PAGE #
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WILHOIT WATER CO.
P.O. BOX 870
CLARKDALE, AZ. 86324
928-639-1308
928-634-8512 FAX

Date: 12/2/04


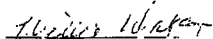
From: Debbie Zuker

To: *Accounts Receivable*

Re: our acct #

Message: The past due invoices on your statement have already been paid. I have enclosed copies of the two cancelled checks. They have cleared our bank. Call me if you have any questions. Debbie

Number of pages including this one

Ordered By		Telephone		Filing Branch		Order Date		Purchase Order Number	
MILLIE		928-636-1308		7764		12/18/06		MPTER	
Salesperson		Ship Via				Ship Date		Release Number	
Stephen Huse		OT OUR-TRUCK				12/19/06			
Writer		Bill of Lading				Terms			
Kimberly Casey						2 1/2 10TH PROX		2 1/2 SC 25	
Ordered	Shipped	UM	FD	Product Description		Unit Price		UM	Net Amount
4	4ea			SPEARS 406-040 4IN PVC40 SXS 90 ELBOW		7.981ea			31.92
5	5ea			NEPTUNE ED2B31R8G1SA51 5/8X3/4 T-10 PLS 302 DIR READ GAL PLS		39.432ea			197.16
<div style="text-align: center;">  </div>									
<div style="text-align: center;">  </div>									
BS:		Signature		Date					
Printed Name						Subtotal		229.08	
Item#						Total		229.08	
NO SUPPLY STOCKS OVER 350,000 DIFFERENT PRODUCTS FOR TIMELY DELIVERY NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.									
Freight Terms / FOB									
If paid by 01/10/07 you may deduct \$4.58									
						Total Amount Due		229.08	

*Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to the Terms and Conditions of Sales outlined on the reverse side of this invoice.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813

SOLD TO: 188047

188047

6 - 155 WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

INVOICE	INVOICE NUMBER
09/01/06	S124818554.001
DUE DATE	PAGE #
10/10/06	1 of 1



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813

SOLD TO: 188047

188047

6 - 196 WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

INVOICE	INVOICE NUMBER
09/13/06	S125000336.1
DUE DATE	PAGE #
10/10/06	1 of 1

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
DAVIS	928-636-1308	7764	08/29/06	STOCK
Salesperson	Ship Via	Ship Date	Release Number	
Stephen Huse	PLBG OUR TRUCK	09/01/06		
Writer	Bill of Lading	Terms		
Hector Urias		2% 10TH PROX 2% SC 25		
Ordered	Shipped	UM	FD	Product Description
6	6ea			NDS 113-6 BLK EXTENSION 12X17X6 METER BOX EXTENSION
		10.60	ea	
1	1ea			FORD FC2W-4 DUCTILE IRON COUPLING
		88.41	ea	
<p>Subtotal 152.01</p> <p>Shipping 5.00</p> <p>Total 157.01</p>				
<p>Freight Terms / FOB</p> <p>If paid by 10/10/06 you may deduct \$3.04</p> <p>DAVIS HOUSE IN WILHOIT HIS PHONE # 442-9</p> <p>DELIVER NEXT RUN DOWN THE HILL. THANKS</p>				
Total Amount Due				157.01

** Reprint ** Reprint ** Reprint **

Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
ERNIE	928-636-1308	7764	09/13/06	BLUE HILL
Salesperson	Ship Via	Ship Date	Release Number	
Stephen Huse	CPU CUST PICK UP	09/13/06		
Writer	Bill of Lading	Terms		
Hector Urias		2% 10TH PROX 2% SC 25		
Ordered	Shipped	UM	FD	Product Description
1	1ea			FORD F1-5.35 X 20 FORDFLEX CLAMP
		143.85	ea	
1	1ea			FORD FS1-7.24 X 7.5 REPAIR CLAMP
		88.85	ea	
<p>Subtotal 232</p> <p>Total 232</p>				
<p>Freight Terms / FOB</p> <p>If paid by 10/10/06 you may deduct \$4.65</p>				
Total Amount Due				232

Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813

SOLD TO: 188047

188047

6 - 204 WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

INVOICE	INVOICE NUMBER
09/14/06	S125013782.001
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Credit Memo

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813

SOLD TO: 188047

188047

6 - 210 WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

INVOICE	INVOICE NUMBER
09/19/06	S125035867.1
DUE DATE	PAGE #
10/10/06	1 of 1

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
WILLIE	928-636-1308	7764	09/14/06	STOCK
Salesperson	Ship Via	Ship Date	Release Number	
Stephen Huse	PLBG OUR TRUCK	09/14/06		
Writer	Bill of Lading	Terms		
Hector Urias		2% 10TH PROX 2% SC 25		
Ordered	Shipped	UM	FD	Product Description
2	2ea			FORD FC2W-4 DUCTILE IRON COUPLING
		88.41	ea	
<p>Subtotal 176.83</p> <p>Shipping 5.00</p> <p>Total 181.83</p>				
<p>Freight Terms / FOB</p> <p>If paid by 10/10/06 you may deduct \$3.54</p>				
Total Amount Due				181.83

Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
ERNIE	928-636-1308	7764	09/15/06	RETURN
Salesperson	Ship Via	Ship Date	Release Number	
Stephen Huse	COUNTER RETURNS	09/19/06		
Writer	Bill of Lading	Terms		
Hector Urias		2% 10TH PROX 2% SC 25		
Ordered	Shipped	UM	FD	Product Description
-1	-1ea			FORD FS1-7.24 X 7.5 REPAIR CLAMP
		88.85	ea	
<p>Subtotal -88</p> <p>Total -88</p>				
<p>Freight Terms / FOB</p> <p>If paid by 10/10/06 you may deduct \$-1.78</p>				
Total Amount Due				-88

Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813

SOLD TO: 188047

188047

6 - 562 WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

INVOICE	INVOICE NUMBER
09/25/06	S125130770.001
DUE DATE	PAGE #
10/10/06	1 of 1


HDSUPPLY



Statement Date: 09/25/2006
Customer No.: 188047



WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

Ordered By		Telephone		Pricing Branch	Order Date	Purchase Order Number		
EARNY		928-636-1308		7764	09/25/06	NONE		
Salesperson		Ship Via		Ship Date		Release Number		
Stephen Huse		CPU CUST PICK UP		09/25/06				
Writer		Bill of Lading		Terms				
Stacey Driveness				2% 10TH PROX 2% SC 25				
Ordered	Shipped	UM	FD	Product Description		Unit Price	UM	Net Amount
6	6ea			SPEARS 406-007 3/4IN PVC40 SXS 90 ELBOW		0.232	ea	1.39
<div><div>BHT</div><div>12470</div><div>ETM collection</div><div>Repair main line water leak</div><div></div><div>8282006 8481 AM</div><div>8282007 76 AM</div><div>Lanni Wold</div></div>								
EARNY						Subtotal	1.39	
HUGHES SUPPLY STOCKS OVER 350,000 DIFFERENT PRODUCTS FOR TIMELY DELIVERY						Total	1.39	
NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION								
ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.								
Freight Terms / FOB								
If paid by 10/10/06 you may deduct \$0.03								
						Total Amount Due	1.39	

Payment Information

Our goal at HD Supply is to expedite your payment and the application of the payment to your account. With this in mind:

- We have enclosed a return window envelope to better facilitate the payment to us.
- We have provided a perforated slip below that should be detached and included in the enclosed envelope. This perforated slip contains two areas: amount enclosed indicator, and an indicator to denote whether you would like for the payment to be applied based on oldest invoices to the most current invoices for the specific account number, or to the account name indicated.
- If you do not indicate that your payment should be applied to oldest to newest invoices on the perforated slip below, please be sure to include a clear, detailed payment correspondence document with your payment. This document should indicate the invoice number(s) and associated dollar amount to be paid. A lack of payment direction could delay the application of your check.

Please verify that your records indicate the correct remit address noted below to ensure timely processing of your payment.

Did you know...

HD Supply can initiate an electronic fund transfer (EFT) directly from your bank account to pay on your open balance, and will be applied to the specific invoices within 24-hours from the bank confirmation? Please contact your local branch, or the Customer Service Call Center at 1-888-888-6067 for more information.

Please detach and return this payment coupon and/or remittance advice from your statement along with your check to HD Supply.

Apply check to the entire statement checked below:

<input type="checkbox"/> Current	\$	484.08
<input type="checkbox"/> 1-30 Days Past Due	\$.00
<input type="checkbox"/> 31-60 Days Past Due	\$.00
<input type="checkbox"/> 61-90 Days Past Due	\$.00
<input type="checkbox"/> 91+ Days Past Due	\$.00

Statement Date: 09/25/2006
Customer No.: 188047

Account Balance \$ 484.08

Amount Paid

☐ Apply check based on oldest to newest open invoices.

☐ Apply all payments tendered based on oldest invoices to most current invoices until further notice.

If you have multiple job accounts with please specify the job name(s)

HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

*Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

Customer Confirmation Signature



INVOICE

INVOICE	INVOICE NUMBER
08/04/06	S124502253.001
DUE DATE	PAGE #
09/10/06	1 of 1

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813

SOLD TO: 188047

188047

7 - 1852 WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

Ordered By		Telephone	Pricing Branch	Order Date	Purchase Order Number		
BRNIE		928-636-1308	7764	08/04/06	PAINT		
Salesperson		Ship Via	Ship Date	Release Number			
Stephen Huse		CPU CUST PICK UP	08/04/06				
Writer		Bill of Lading	Terms				
Brian Giles			2% 10TH PROX 2% SC 25				
Ordered	Shipped	UM	FD	Product Description	Unit Price	UM	Net Amount
1		1ea		KRYLON S03700 QUIK-MARK WB FLUORESCENT ORANGE 200Z	4.45	ea	4.45
1		1ea		KRYLON S03901 QUIK-MARK WB APWA BRILLIANT WHITE	4.45	ea	4.45
<div>PAINTS</div> <div>8/4/06 10:52 AM</div> <div>8/4/06 10:52 AM</div> <div><i>Brian Giles</i></div>							
ITEMS				Subtotal	8.90		
HUGHES SUPPLY STOCKS OVER 350,000 DIFFERENT PRODUCTS FOR TIMELY DELIVERY				Total	8.90		
NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION							
ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.							
Freight Terms / FOB							
If paid by 09/10/06 you may deduct \$0.18							
				Total Amount Due	8.90		

*Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

Invoice No	Invoice Amt	Net Due	Paid Amt
SHIP TO 188047	WILHOIT DELLS WATER COMPANY		
S12481854.001	157.01	-3.04	153.97
S12500308.001	232.70	-4.85	227.85
S12503782.001	181.83	-3.54	178.29
S12505867.001	-88.85	1.78	-87.07
S125130770.001	1.39	-1.00	1.39

Discrepancy Codes:
P - Pricing Error
S - Shipping Error
T - Sales Tax Issues

To insure proper credit PLEASE return this payment stub and the perforated slip with the return envelope provided. Apply discrepancy codes where applicable.
See perforated slip for options to apply check payments to:
Current Days Past Due: 1-30 31-60 61-90 91+
OK Apply check based on oldest to newest open invoices.

Date	Number	Invoice Information	Amount	Discount	Net Due	Due Date
09/11/06	S12481854.001	WILHOIT DELLS WATER COMPANY	157.01	-3.04	153.97	10/10/06
09/13/06	S12500308.001	WILHOIT DELLS WATER COMPANY	232.70	-4.85	227.85	10/10/06
09/14/06	S12503782.001	WILHOIT DELLS WATER COMPANY	181.83	-3.54	178.29	10/10/06
09/15/06	S12505867.001	WILHOIT DELLS WATER COMPANY	-88.85	1.78	-87.07	10/10/06
09/25/06	S125130770.001	WILHOIT DELLS WATER COMPANY	1.39	-1.00	1.39	10/10/06
<p>Account Total: 188047</p> <p>474.00</p>						
<p>A total cash discount for invoices on this statement of \$9.48 is available. See the invoices for the due date.</p>						
<p>Current 484.08 \$</p> <p>1-30 Days Past Due .00 \$</p> <p>31-60 Days Past Due .00 \$</p> <p>61-90 Days Past Due .00 \$</p> <p>91+ Days Past Due .00 \$</p> <p>Previous Balance 484.08 \$</p> <p>Payments -88.85 \$</p> <p>Credits 572.93 \$</p> <p>Balance Due 484.08 \$</p>						



REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

Statement Date: 09/25/2006
Customer No.: 188047

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

For inquiries regarding your account please call 1-888-888-6067

Visit us at our website - www.hughessupply.com

Statement Date: 09/25/2006
Customer No.: 188047

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

Statement Date: 09/25/2006
Customer No.: 188047

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

For inquiries regarding your account please call 1-888-888-6067

Visit us at our website - www.hughessupply.com



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

SOLD TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

INVOICE	INVOICE NUMBER
08/09/06	S124563648.001
DATE	PAGE #
09/10/06	1 of 1

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
ERNIE	928-636-1308	7764	08/09/06	STOCK
Salesperson	Ship Via	Ship Date	Release Number	
Stephen Huse	CPU CUST PICK UP	08/09/06		
Order	Ship Via	Ship Date	Release Number	
James Olsen				
Order	Ship Via	Ship Date	Release Number	
1	1ea	NDS 117B NO.2 18INX24IN PM/BOX(L/LID) 117	24.41ea	24.41
1	1ea	NDS 217C JUMBO COVER	12.08ea	12.08
Subtotal				36.49
Total				36.49
HUGHES SUPPLY STOCKS OVER 350,000 DIFFERENT PRODUCTS FOR TIMELY DELIVERY				
NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION				
ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES				
Freight Terms / FOB				
If paid by 09/10/06 you may deduct \$0.73				
Total Amount Due				36.49

"Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale."

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

SOLD TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

INVOICE	INVOICE NUMBER
08/09/06	S124559831.001
DATE	PAGE #
09/10/06	1 of 1

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
ERNIE	928-636-1308	7764	08/09/06	STOCK
Salesperson	Ship Via	Ship Date	Release Number	
Stephen Huse	CPU CUST PICK UP	08/09/06		
Order	Ship Via	Ship Date	Release Number	
James Olsen				
Order	Ship Via	Ship Date	Release Number	
1	1ea	FORD VEH74-10W-11-44 SN CSTR	158.57ea	158.57
2	2ea	ANV 1X6 STD GALV STEEL CW NIPPLE 0331025403	1.480ea	2.96
2	1ea	ANV 1X3 STD GALV STEEL CW NIPPLE 0331024208	0.860ea	0.86
2	2ea	ANV 1X4 STD GALV STEEL CW NIPPLE 0331024604	1.020ea	2.04
4	4ea	ANV 1101 1 GALV MI 90 ELL 0311001200	2.070ea	8.28
2	2ea	ANV 1X2 STD GALV STEEL CW NIPPLE 0331023804	0.710ea	1.42
Subtotal				174.13
Total				174.13
HUGHES SUPPLY STOCKS OVER 350,000 DIFFERENT PRODUCTS FOR TIMELY DELIVERY				
NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION				
ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES				
Freight Terms / FOB				
If paid by 09/10/06 you may deduct \$3.48				
Total Amount Due				174.13

"Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale."

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

SOLD TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

INVOICE	INVOICE NUMBER
08/09/06	S124562171.1
DATE	PAGE #
09/10/06	1 of 1

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
ERNY	928-636-1308	7764	08/09/06	ERNY
Salesperson	Ship Via	Ship Date	Release Number	
Stephen Huse	CPU CUST PICK UP	08/09/06		
Order	Ship Via	Ship Date	Release Number	
Randall Stine				
Order	Ship Via	Ship Date	Release Number	
2	2ea	SPEARS 417-010 1IN PVC40 SXS 45 ELBOW	0.637ea	1
2	2ea	SPEARS 436-010 1IN PVC40 SXM ADAPTER	0.372ea	0
2	2ea	SPEARS 435-010 1IN PVC40 SXF ADAPTER	0.342ea	0
Subtotal				2
Total				2
HUGHES SUPPLY STOCKS OVER 350,000 DIFFERENT PRODUCTS FOR TIMELY DELIVERY				
NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION				
ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES				
Freight Terms / FOB				
If paid by 09/10/06 you may deduct \$0.05				
Total Amount Due				2

"Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale."

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

National
Waterworks

August 3, 2006

WILHOIT WATER CO.
PO BOX 870
CLARKDALE, AZ 86324 0870

1820 METCALF AVENUE
POST OFFICE BOX 1419 (31799)
THOMASVILLE GEORGIA 31792
PHONE: 229-226-1433
FACSIMILE: 229-226-1632



57087

To Our Valued Customer:

As we conveyed in a letter that we sent to you back in April of this year, National Waterworks and Hughes Supply embarked on an exciting time in our industry by combining two great companies. With the combination of these companies we are in the process of synchronizing our accounts receivable departments. Effective August 7th, your new address for mailing your remittance is:

National Waterworks/Hughes Supply
PO Box 840700
Dallas, TX 75284-0700

Every person in our combined company is here to serve you and dedicated to helping find the best solution for your supply needs. Please visit our websites at www.nationalwaterworks.com or www.hughessupply.com and click on the link, "HD Supply Company", to receive the latest information and, of course, you can always rely on your account manager to keep you up to date.

Sincerely,

[Signature]
Steve Benton
Vice President Sales



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 188047

SOLD TO: 188047

188047

7 - 2183 WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870



Statement Date: 07/25/2006
Customer No.: 188047

INVOICE	INVOICE NUMBER
07/27/06	S124388269.001
DATE	PAGE
09/10/06	1 of 1

Order By	Telephone	Pricing Branch	Order Date	Purchase Order Number
CARNEY	928-636-1308	7764	07/27/06	NONR
Ship Via	Ship Date	Release Number		
Stephen Huse	CPU CUST PICK UP	07/27/06		
Writer	Bill of Lading	Terms		
Stacey Driveness	2% 10TH PROX 2% SC 25			
Ordered	Shipped	Unit Price	Unit	Net Amount
3	3ea	KRYLON S03620 QUIK-MARK WB FLUORESCENT CAUTION BLUE	4.450ea	13.35
1	1ea	KRYLON S03801 QUIK-MARK WB APWA UTILITY YELLOW (LEAD FREE)	4.530ea	4.53
Subtotal				
				17.88
				17.88
Total Amount Due				
				17.88

Payment Information

Our goal at Hughes Supply, Inc. is to expedite your payment and the application of the payment to your account. With this in mind:

- o We have enclosed a return window envelope to facilitate the payment to us.
- o We have provided a perforated slip below that should be detached and included in the enclosed envelope. This perforated slip contains two areas: amount enclosed indicator and whether you would like for the payment to be applied based on oldest invoices to the most current invoices for the specific account # or account name indicated.
- o If you do not indicate on the perforated slip below, oldest invoices to the most current invoices, we ask that a clear, concise payment correspondence be sent. This correspondence should indicate the invoice number, date and dollar amount to be paid. A lack of payment direction may delay the application of your payment.
- o If you wish for your check to be applied based on the oldest invoices to the most current invoices, please utilize the check box on the perforated slip below and indicate "Oldest to Current" on the check. We will honor an even dollar payment, rounded to the hundredth (i.e. \$1,500.00), as an indication to automatically apply oldest to current.
- o However, if you should have multiple accounts with us you must indicate the specific account name for payment application to occur immediately. If a job account name is not indicated, we will contact you to verify the appropriate account.
- o If short paying an invoice due to a pricing, freight, tax error, etc. we ask that you make a note of this so that either the Accounts Receivable Department or the Branch can address and correct accordingly.

Payment Address

Please verify that your records indicate the correct remit address noted below to ensure timely processing of your payment.

Other Information

Did you know ...

- o Hughes Supply, Inc. is on the web at www.hughessupply.com?
- o Hughes Supply, Inc. can initiate an electronic fund transfer ("EFT") directly from your bank account to pay on your open balance and will be applied to the specific invoices within 24-hours from the bank confirmation? Please contact your local branch or the Accounts Receivable Customer Service Department at 1-888-888-6087 for more information.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

Please detach and return this payment coupon and/or the remittance advice from your statement along with your check payable to Hughes Supply, Inc.

Apply check to the entire statement checked below:

<input type="checkbox"/> Current	\$	275.90
<input type="checkbox"/> 1-30 Days Past Due	\$.00
<input type="checkbox"/> 31-60 Days Past Due	\$.00
<input type="checkbox"/> 61-90 Days Past Due	\$.00
<input type="checkbox"/> 91+ Days Past Due	\$.00

Statement Date: 07/25/2006
Customer No.: 188047

Account Balance \$ 275.90

Amount Paid

☐ Apply check based on oldest to newest open invoices.

☐ Apply all payments tendered to Hughes Supply, Inc. based on oldest invoices to most current invoices until further notice.

If you have multiple job accounts with Hughes Supply, Inc. please specify the job name(s) _____

HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

188047

Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

Customer Confirmation Signature



INVOICE

INVOICE	INVOICE NUMBER
07/24/06	S124319567.00
DATE	PAGE
08/10/06	1 of 2

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 188047

SOLD TO: 188047

188047

7 - 2163 WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

Invoice No	Invoice Amt	Net Due	Paid Amt
SHIP TO: 188047			
928-445-8032	275.90	-5.62	270.28
WILHOIT DELLS WATER COMPANY			
PO BOX 870			
CLARKDALE AZ 86324-0870			

Discrepancy Codes
F - Reduction for Freight
R - Return Material
T - Sales Tax Issues
P - Pricing Error
S - Shipping Error

To have proper credit PLEASE return this payment stub and the perforated slip portion in the return envelope provided. Apply discrepancy codes where applicable.

Apply check based on oldest to newest open invoices.

Statement of Account

Remit To:

HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382
928-445-8032 Fax 928-445-3813
SHIP TO: 188047

Statement Date: 07/25/2006
Customer No.: 188047
Remit To:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382
928-445-8032 Fax 928-445-3813
SHIP TO: 188047

For inquiries regarding your account please call 1-888-888-6087

Invoice Information						
Date	Number	Ship-To	PO Number	Amount	Discount	Net Due
		Ship-To 188047	WILHOIT DELLS WATER COMPANY			

A total cash discount for invoices on this statement of \$5.62 is available. See the invoices for the due date.

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	91+ Days Past Due
\$ 275.90	\$.00	\$.00	\$.00	\$.00
Previous Balance	Payments	Credits	Current Charges	Balance Due
\$ -135.00	\$ 17.52	\$.00	\$ 428.42	\$ 275.90

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

Order By	Telephone	Pricing Branch	Order Date	Purchase Order Number
BRINE	928-636-1308	7764	07/24/06	STOCK
Ship Via	Ship Date	Release Number		
Stephen Huse	CPU CUST PICK UP	07/24/06		
Writer	Bill of Lading	Terms		
Randall Stine	2% 10TH PROX 2% SC 25			
Ordered	Shipped	Unit Price	Unit	Net Amount
2	2ea	FORD VBH72-9W-11-33 SN CSTR	89.654ea	179.31
2	2ea	NEPTUNE ED2B31R8G1SA51 5/8X3/4 T-10 PLS 302 DIR READ GAL PLS	40.764ea	81.53
2	2ea	ANV 3/4X1-1/2 STD GALV STEEL CW NIPPLE 0331019208	0.460ea	0.92
2	2ea	ANV 3/4X3 STD GALV STEEL CW NIPPLE 0331019802	0.610ea	1.22
2	2ea	ANV 3/4X4 STD GALV STEELCW NIPPLE 0331020206	0.750ea	1.50
2	2ea	ANV 3/4X5 STD GALV STEELCW NIPPLE 0331020602	0.910ea	1.82
2	2ea	ANV 3/4X8 STD GALV STEELCW NIPPLE	1.680ea	3.36
2	2ea	ANV 3/4 GALV MI 90 ELL 0311001002	1.120ea	2.24
2	2ea	ANV #1103-3/4-MI-GAL 90 ST-ELL 0311016406	2.000ea	4.00
*** Continued on Next Page ***				

Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

SOLD TO: 188047 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

BRANCH: 7764
#7764 PRESOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870



Credit Memo

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382


SOLD TO: 188047 188047
7
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

BRANCH: 7764 [07/30/06 1 OF 1]
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 158047
5 WILHOIT DELLS WATER COMPANY
7185 VIDA LANE
WILHOIT, AZ 86332

[illegible]

*Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

Ordered By	Telephone	Shipping Branch	Order Date	Purchase Order Number
Willie	928-636-1308	7764	04/14/06	Willie Davis
Salesperson	Ship Via	Ship Date	Release Number	
Stephen Huse	COUNTER RETURNS	06/15/06		
Writer	Date of Listing	Form		
Kimberly Casey		24 10TH PROX 24 SC 25		
Ordered	Shipped	Unit Price	Unit	Net Amount
-6	-6ea		7.760ea	-46
Product Description MU-CO H15428 11N X 3/4IN CTS 110 COMP X MIP SERVICE CPLG 333 015428 ** Original Sale : \$122930953.001 ** Return to Branch 7116 Tucson.				
-6	-6ea		11.500ea	-69
Product Description MU-CO H15451 11N CTS 110 COMP X FIP SERVICE CPLG 330 015451 ** Original Sale : \$122930953.001 ** return to Branch 7114.				
-12	-12ea		1.620ea	-19
Product Description FORD INSERT-51 3/4IN STIFFENER FOR PE TUBE ONLY ** Original Sale : \$122930953.001 ** return to stock				
				
Subtotal				-135
Total				-135
*HUGHES SUPPLY STOCKS OVER 350,000 DIFFERENT PRODUCTS FOR TIMELY DELIVERY NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES				
Freight Terms / FOB				
If paid by 07/10/06 you may deduct \$-2.70 Take Stevens Trail (by country store) ie blk to Vida Lane, left to first drive way corner of Stevens and Vida Lane.				
Total Amount Due				-135
CUSTOMER CREDIT				

*Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

**INVOICE**

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

SOLD TO: 188047 188047
7
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

Ordered By		Telephone		Pricing Branch	Order Date	Purchase Order Number							
Troy		928-636-1308		7764	06/06/06	replacements							
Salesperson		Ship Via			Ship Date	Release Number							
Stephen Huse		PLBG OUR TRUCK			06/27/06								
Writer		Bill of Lading			Terms								
Kimberly Casey					2% 10TH PROX 2% SC 25								
Ordered	Shipped	UM / FD	Product Description	Unit Price	UM	Net Amount							
6	6ea		MU-CO H15454 3/4IN IPS 110 COMP X FIP SERVICE CPLG 250 015454	8.450ea		50.70							
12	12ea		FORD INSERT-71 3/4IN STIFFENER PE PIPE ONLY	2.056ea		24.67							
6	6ea		FORD C86-33-G 3/4IN COUPLING PE GJ	12.025ea		72.15							
<div>received 7/13/06</div> <div>ENTERED</div> <div>EDT <u>Hippo Kiani</u> Signature</div>													
								Date					
								Subtotal				147.52	
								Shipping				5.00	
Total				152.52									
MAJOR SUPPLY STOCKS OVER 350,000 DIFFERENT PRODUCTS FOR TIMELY DELIVERY NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES													
Freight Terms 1/32													
If paid by 08/10/06 you may deduct \$2.95													
Total Amount Due 152.52													

"Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale."

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE



REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

SOLD TO: 188047 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

**INVOICE**

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764 [03/10/06 1 OF 1]
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 188047
1. WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

SOLD TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

Ordered By		Telephone		Order Date		Purchase Order Number	
ERNIE		928-636-1308 7764		02/09/06		VALVE BOX	
Salesperson		Ship Via		Ship Date		Release Number	
Stephen Huse		CPU CUST PICK UP		02/09/06			
Writer		Bill of Lading		Terms			
James Olsen				2% 10TH PROX 2% SC 25			
Ordered	Shipped	UM	FD	Product Description	Unit Price	UM	Net Amount
4	4ea			EJIW 8555 16T VLV SLIDE TOP 85557016	27.877ea		111.51
4	4ea			EJIW 8555 24B VLV SLIDE BOTTOM 85556024	33.978ea		135.90
4	4ea			EJIW 06800070 5-1/4 DROP LID 2IN SKT WTR LO PRESCOTT/WATER	12.467ea		49.87
				<p style="text-align: center;">7 Bird</p> <p style="text-align: center;">ENDIAN 10:45 PM 2/9/2006</p> <p style="text-align: center;">Lynn. Ord</p>			
<p style="text-align: center;">TME</p> <p>HUGHES SUPPLY STOCKS OVER \$50,000 DIFFERENT PRODUCTS FOR TIMELY DELIVERY NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES</p>					Subtotal		297.28
					Total		297.28
Freight Terms / FOB							
If paid by 03/10/06 you may deduct \$5.95							
					Total Amount Due		297.28

*Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

Ordered By		Telephone		Pricing Branch		Order Date		Purchase Order Number	
Willy		928-636-1308		7764		01/26/06		Willy	
Salesperson		Ship Via		Ship Date		Release Number			
Stephen Huse		SM SALESPERSON				01/27/06			
Whse		Bill of Lading				Term			
Hector Urias						24 10TH PROX 24 SC 25			
Ordered	Shipped	Unit	PS	Product Description		Unit Price	Unit	Net Amount	
3	3ea			NDS 113B 12X17 VLV BOX		12.82	ea	37.46	
3	3ea			NDS 113C 12X17 COVER		6.68	ea	19.94	
EST				Date					
Signature				Date					
HUGHER SUPPLY STOCKS OVER 350,000 DIFFERENT PRODUCTS FOR TIMELY DELIVERY						Subtotal		57.40	
NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION						Total		57.40	
ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES									
Freight terms / FOB									
<p>If paid by 03/10/06 you may deduct \$1.17 7185 veda in wilhoit home #442-9033 plea deliver next trip down hill. thank you..</p>									
						Total Amount Due		57.40	

Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

**INVOICE**

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764 [02/10/06 12 of 2]
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

SOLD TO: 188047 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

**INVOICE**

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764 [02/10/06] 1 of 2
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 158047
9 WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

WILHOIT BELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

[illegible]

Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

Ordered By		Telephone	Printing Branch	Order Date	Purchase Order Number
WILLY		928-636-1308	7764	01/25/06	MEADOW
Salesperson		Ship Via		Ship Date	Release Number
Stephen Huse		CPU CUST PICK UP		01/25/06	
Whse		Mill of Loading		Terms	
Hector Urias				2% 10TH PROX 2% SC 25	
Quantity	Unit	Product Description	Unit Price	Unit	Net Amount
3	3ea	FORD S71-403 BRASS SADDLE	20.745	ea	62.235
4	4ea	NWD KD2B31R8G1SA51 5/8X3/4 T-10 PLS 302 DIR READ GAL PLS	40.764	ea	163.056
6	6ea	FORD B11-333W 3/4IN BALL CURB STOP FIP W/LOCK WING	24.359	ea	146.154
3	3ea	FORD 3/4 FB500 CORPORATION STOP	18.958	ea	56.874
8	8ea	FORD C38-23-2 .5 5/8X3/4X3/4IN METER COUPLING MSXNMP 2-1/2IN LGTH	4.965	ea	39.72
8	8ea	ANV *3/4 GALV MI RH COUPLING 0311080402	1.540	ea	12.32
4	4ea	MERRILL 34STEELPOLYMADAP 3/4-IN STEEL MALE ADAPT SMA75	0.940	ea	3.76
*** Continued on Next Page ***					

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TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

SOLD TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

INVOICE	INVOICE NUMBER
01/25/06	S121782172.001
DUE DATE	PAGE #
02/10/06	1 of 1



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

SOLD TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

INVOICE	INVOICE NUMBER
01/04/06	S121477249.00
DUE DATE	PAGE #
02/10/06	1 of 1

Ordered By		Telephone		Pricing Branch		Order Date		Purchase Order Number	
WILLY		928-636-1308		7764		01/25/06		MEADOW	
Salesperson		Ship Via		Ship Date		Release Number			
Stephen Huse		CPU CUST PICK UP		01/25/06					
Writer		Bill of Lading		Terms					
Hector Urias				2% 10TH PROX 2% SC 25					
Ordered	Shipped	UM	FD	Product Description		Unit Price	UM	Net Amount	
10	10ea			PASCO 61012 3/4 HOSE CLAMP B12H		0.430	ea	4.30	
10	10ea			PASCO 61016 1 HOSE CLAMP B16H		0.460	ea	4.60	

Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

Ordered By		Telephone		Pricing Branch	Order Date	Purchase Order Number	
ERNIE		928-636-1308		7764	01/04/06	DELLS	
Salesperson		Ship Via		Ship Date	Release Number		
Stephen Huse		CPU CUST PICK UP		01/04/06			
Writer		Bill of Lading		Terms			
Deborah Buchanan				2% 10TH PROX 2% SC 25			
Ordered	Shipped	UM	Product Description	Unit Price	UM	Net Amount	
2	2ea		NDS 113B 12X17 VLV BOX	12.851	ea	25.7	
2	2ea		NDS 113C 12X17 COVER	6.981	ea	13.9	

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TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

SOLD TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

INVOICE	INVOICE NUMBER
01/04/06	S121359793.002
DUE DATE	PAGE #
02/10/06	1 of 1



INVOICE

REMIT TO:
HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

BRANCH: 7764
#7764 PRESCOTT HSI
HUGHES PLUMBING SUPPLY, LTD.
3100 N HWY 89
PRESCOTT AZ 86301
928-445-8032 Fax 928-445-3813
SHIP TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE, AZ 86324-0870

SOLD TO: 188047
WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

INVOICE	INVOICE NUMBER
12/27/05	S121398563.00
DUE DATE	PAGE #
02/10/06	1 of 1

Ordered By		Telephone		Pricing Branch		Order Date		Purchase Order Number				
ERNIE		928-636-1308		7764		12/22/05		TARRA				
Salesperson		Ship Via		Ship Date		Release Number						
Stephen Huse		CPU CUST PICK UP		01/04/06								
Writer		Bill of Lading		Terms								
Deborah Buchanan				2% 10TH PROX 2% SC 25								
Ordered	Shipped	UM / FO	Product Description			Unit Price	UM	Net Amount				
2	2ea		JSC 2GALVDRSCOU 2-IN GALV DRES COUP (PA2913)			14.765	ea	29.53				
<div>use credit</div> <div>24:00 1/28/06 AM 00000761302</div> <div>Ernie W</div>										Subtotal		29.53
										Total		29.53
HUGHES SUPPLY STOCKS OVER \$50,000 DIFFERENT PRODUCTS FOR TIMELY DELIVERY												
NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION												
ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES												
Freight Terms / FOB												
If paid by 02/10/06 you may deduct \$0.59												
Total Amount Due												
29.53												

Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

Ordered By		Telephone		Pricing Branch	Order Date	Purchase Order Number	
ERRNIE		928-636-1308		7764	12/27/05	ADOT	
Salesperson		Ship Via		Ship Date	Release Number		
Stephen Huse		CPU CUST PICK UP		12/27/05			
Writer		Bill of Lading		Terms			
James Olsen				2% 10TH PROX 2% SC 25			
Ordered	Shipped	UM	FD	Product Description	Unit Price	UM	Net Amount
1		1ea		KESON BT311HU 3-IN X300-FT CAUTION TAPE	6.180	ea	6.1
<div>02/27/2005 10:59:48 PM 02208085100</div> <div>Ernie Jett</div>							
HUGHES SUPPLY STOCKS OVER \$50,000 DIFFERENT PRODUCTS FOR TIMELY DELIVERY					Subtotal	6.1	
NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION					Tax	0.5	
ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES					Total	6.7	
Freight Terms / FOB							
If paid by 02/10/06 you may deduct \$0.12							
Total Amount Due						6.1	

Price quotations for all HDPE and PVC related products are for immediate shipment only. Prices are subject to change without notice, and all quotes remain subject to Hughes' Terms and Conditions of Sale.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE



Page 1 of 2
Statement Date: 12/25/2005
Customer No.: 188047

WILHOIT DELLS WATER COMPANY
PO BOX 870
CLARKDALE AZ 86324-0870

Payment Information

Our goal at Hughes Supply, Inc. is to expedite your payment and the application of the payment to your account. With this in mind:

- We have enclosed a return window envelope to better facilitate the payment to us.
- We have provided a perforated slip below that should be detached and included in the enclosed envelope. This perforated slip contains two areas: amount enclosed indicator and whether you would like for the payment to be applied based on oldest invoices to the most current invoices for the specific account # or account name indicated.
- If you do not indicate on the perforated slip below, oldest invoices to the most current invoices, we ask that a clear, concise payment correspondence be sent. This correspondence should indicate the invoice number, date and dollar amount to be paid. A lack of payment direction may delay the application of your payment.
- If you wish for your check to be applied based on the oldest invoices to the most current invoices, please utilize the check box on the perforated slip below and indicate "Oldest To Current" on the check. We will honor an even dollar payment, rounded to the hundredth (i.e. \$1,500.00), as an indication to automatically apply oldest to current.
 - However, if you should have multiple accounts with us you must indicate the specific account name for payment application to occur immediately. If a job account name is not indicated, we will contact you to verify the appropriate account.
- If short paying an invoice due to a pricing, freight, tax error, etc. we ask that you make a note of this so that either the Accounts Receivable Department or the Branch can address and correct accordingly.

Payment Address

Please verify that your records indicate the correct remit address noted below to ensure timely processing of your payment.

Other Information

Did you know

- Hughes Supply, Inc. is on the web at www.hughessupply.com
- Hughes Supply, Inc. can initiate an electronic fund transfer (EFT) directly from your bank account to pay on your open balance and will be applied to the specific invoices within 24-hours from the bank confirmation? Please contact your local branch or the Accounts Receivable Customer Service Department at 1-888-888-6087 for more information.

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

Please detach and return this payment coupon and/or the remittance advice from your statement along with your check payable to Hughes Supply, Inc.

Apply check to the entire statement checked below:

☐ Current \$ 596.15
☐ 1-30 Days Past Due \$.00
☐ 31-60 Days Past Due \$.00
☐ 61-90 Days Past Due \$.00
☐ 91+ Days Past Due \$.00

Account Balance \$ 596.15

Amount Paid

☐ Apply check based on oldest to newest open invoices.

☐ Apply all payments tendered to Hughes Supply, Inc. based on oldest invoices to most current invoices until further notice.

If you have multiple job accounts with Hughes Supply, Inc. please specify the job name(s) _____

Customer Confirmation Signature _____

HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382

Statement Date: 12/25/2005
Customer No.: 188047

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

Invoice Information				Remittance Advice			
Date	Number	Job #	PO Number	Amount	Discount	Net Due	Due Date
12/22/05	512183833-001 7764	new 9338M	168M	585.10	-11.70	573.40	01/10/06
12/22/05	512183833-001 7764	new 9338M	168M	25.48	-5.1	20.38	01/10/06
12/23/05	512183833-001 7764	new 9338M	168M	-14.44	.28	-14.16	01/10/06
	Account 10611:188047			686.16	-11.92	674.23	
A total cash discount for invoices on this statement of \$11.92 is available. See the invoices for the due date.							
Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	91+ Days Past Due			
596.15	.00	.00	.00	.00			
Previous Balance	Payments	Credits	Current Charges	Balance Due			
70.17	286.92	-14.44	827.24	596.15			

To insure proper credit PLEASE return the payment stub and the perforated slip to the return envelope provided. Apply discount codes where applicable.
 Current Days Past Due: 120 31-60 61-90 91+
 On Apply check based on oldest to newest open invoices.

Discrepancy Codes:
 F - Deduction for Freight
 K - Return Material
 N - Short Tolerance
 P - Picking Error
 S - Shipping Error

Invoice No	Invoice Amt	Shrink	Net Due	Paid Amt
512183833-001	585.10	-11.70	573.40	
512183833-001	25.48	-5.1	20.38	
512183833-001	-14.44	.28	-14.16	

REMITTANCE ADVICE

Statement Date: 12/25/2005
Customer No.: 188047
Remit To: HUGHES SUPPLY INC
P O BOX 79382
CITY OF INDUSTRY CA 91716-9382
888-888-6087

210

Details To:

Statement Date: 01/25/2006
Customer No.: 188047

For inquiries regarding your account please call 1-888-888-6087

[illegible]

TERMS AND CONDITIONS / MSDS INFORMATION ON REVERSE

Equipment-Plus
P.O. Box 26455
Prescott Valley, Az. 86312

Phone # 928-772-6163 Fax 772-2815
Cell Phone 928-713-4212

Bill To:

Wilhoit/Dells Water Company
P.O. Box 870
Clarkdale, Az. 86324

ROC106449

Invoice No. 00000108

P.O. #
DATE 8/14/2006
PAGE # 1
VENDOR #



Equipment-Plus
P.O. Box 26455
Prescott Valley, Az. 86312

Phone # 928-772-6163 Fax 772-2815
Cell Phone 928-713-4212

Bill To:

Wilhoit/Dells Water Company
P.O. Box 870
Clarkdale, Az. 86324

ROC106449

Invoice No. 00000114

P.O. #
DATE 10/13/2006
PAGE # 1
VENDOR #



ITEM #	DESCRIPTION	QTY.	PRICE	UNIT	TOTAL
1000	Job Locations:Havasu Av., Chino Valley and Liberty Ln. Prescott				
1000	Work ordered by: Ernie 8/8/06 dig up and locate water main and valves 3 locations at 737 Havasu		\$480.00		\$480.00
1000	2 locations at 767 Havasu Ave 8/9/06 dig up and locate water main and valves at end of Havasu Ave. End of Liberty Ln, The Dells, dig up water valve, raise up to proper level, also install new valve box		\$360.00		\$360.00

Forman: Carroll Simons

\$840.00

We appreciate your business.

Sale: Wilhoit/Dells Water Company

ITEM #	DESCRIPTION	QTY.	PRICE	UNIT	TOTAL
1000	Work Ordered By: Ernie Job Location: The Dells, Point of Rocks RV Campgrounds 6 3020 N Hwy 89 Job Description: Locate and dig up 4" water main, fix leak and back fill		\$450.00		\$450.00

Forman: Carroll Simons

\$450.00

We appreciate your business.

Sale: Wilhoit/Dells Water Company

Invoice

Arizona Blue Snake, Inc.
4415 S Wendler Dr., Ste. 105
Tempe AZ 85282-6411

Bill To:

Wilhoit/Dells Water Co.
Attn: Joyce
PO Box 870
Clarkdale AZ 86324

Date	Invoice Number	Terms	Due Date	P.O.	Month of Assessment
12/31/2006	49243	Net 15 days	2/21/2007		2006 Directory
DESCRIPTION		RATE	QTY	AMOUNT	
2006 Directory Membership including 34 referrals for DELSWT03, WLHTWT03		25.00		25.00	
2006 Directory Referrals 35 - 500		0.18	125	22.50	
Total				\$47.50	
Please Call (602) 659-7500 ext. 2226 with questions regarding billing.				Balance Due	\$47.50
Phone #	Fax #	E-mail		Web Site	
(602) 659-7500 Int. 2226	(602) 659-7520	Lisa.Kennedy@azbluesnake.com		www.azbluesnake.com	

2006 Directory Member Message Volume Summary

RECVR	MONTH	ROUT	UPD	EMG	MEET	DSGN	UNKN	CNCL	RECL	DMGU	RVIS	TOTAL
Wilhoit Water Co - SEE DELLS WATER CO.												
WLHTWT03	Jan	5	4	0	0	0	0	0	1	0	0	10
WLHTWT03	Feb	7	2	0	0	0	0	0	0	0	0	9
WLHTWT03	Mar	8	2	0	0	0	0	0	0	0	0	10
WLHTWT03	Apr	5	5	0	0	0	0	0	0	0	0	10
WLHTWT03	May	7	2	0	0	0	0	1	0	2	0	12
WLHTWT03	Jun	7	3	0	0	0	0	0	0	0	0	10
WLHTWT03	Jul	11	4	0	0	0	0	0	0	0	0	15
WLHTWT03	Aug	5	3	0	0	0	0	0	0	0	0	8
WLHTWT03	Sep	10	3	0	0	0	0	0	0	0	0	13
WLHTWT03	Oct	12	4	0	0	1	0	1	0	0	0	18
WLHTWT03	Nov	2	4	0	0	1	0	0	0	0	0	7
WLHTWT03	Dec	0	2	0	0	0	0	0	0	0	0	2
Sub-Total		79	38	0	0	2	0	3	0	2	0	124
Wilhoit Water Co - SEE DELLS WATER CO. TOTAL		79	38	0	0	2	0	3	0	2	0	124

RECVR	MONTH	ROUT	UPD	EMGCY	MEET	DSGN	UNKN	CNCL	RECL	DMGU	RVIS	TOTAL
-------	-------	------	-----	-------	------	------	------	------	------	------	------	-------

DELSWT03	Jan	0	1	0	0	0	0	0	0	0	1	
DELSWT03	Feb	3	1	0	0	0	0	0	0	0	4	
DELSWT03	Mar	0	4	0	0	0	0	0	0	0	4	
DELSWT03	Apr	3	2	0	0	0	0	0	0	0	5	
DELSWT03	May	0	2	0	0	0	0	0	0	0	2	
DELSWT03	Jun	3	3	0	0	0	0	0	0	0	6	
DELSWT03	Jul	3	1	1	0	0	0	0	0	0	5	
DELSWT03	Aug	2	0	0	0	0	0	0	0	0	2	
DELSWT03	Sep	1	0	0	0	0	0	0	0	0	1	
DELSWT03	Oct	0	0	0	0	0	0	0	0	0	0	
DELSWT03	Nov	1	0	0	0	0	0	0	0	0	1	
DELSWT03	Dec	3	0	0	0	0	0	0	0	0	3	
Sub-Total		19	14	1	0	0	0	0	0	1	0	35
Dells Water Company TOTAL		19	14	1	0	0	0	0	0	1	0	35

Page 1


Phone # 928-772-6163 Fax 772-2815
Cell Phone 928-713-4212

Bill To:

Wilhoit/Dells Water Company
P.O. Box 870
Clarkdale, Az. 86324

P.O. #
DATE 1/3/2007
PAGE # 1
VENDOR #



ITEM #	DESCRIPTION	QTY.	PRICE	UNIT	TOTAL
1000	<p>Work Ordered By: Ernie Location of Work: 18 Liberty Ln-"The Dells", Prescott Description of Work: Dig up water main 1-1/2 " water valve and dig and put in new 3/4" water meter, Backhoe and operator</p> 				\$275.00

Forman: Carroll Simons

\$275.00

We appreciate your business.

Sale; Wilhoit/Dells Water Company



by Marty

Phone & Fax (928) 636-2497 e-mail: mshassettsr@cableone.net
1636 E. Autumn Lane Chino Valley, AZ. 86323

Date: Dec 14 2006
Job #: NEW HCT

To: Name: Willhoit Water Company Attn: Cheryl
Address: 82 Ego St
City, St, Zip: Chickadee, AZ 86324
Phone: () - Home: ☐ Business: ☐
Fax: () - e-mail: Fancy Lo, 908-634-8512

We are pleased to submit the following bid.

Job Description: Berlitz Home & Clean-up Debris

[illegible]

(MAKE CHECKS PAYABLE TO: Marty Hassett)

365 East Coronado Road, Suite 200
Phoenix, AZ 85004
(602) 230-0030

November 12, 2006

Invoice submitted to:

Glenarm Land Company
P.O. Box 870
Clarksdale AZ 86324

In Reference To: CONLIN.007/GLENARM.002
Wilhoit Water Company

Professional Services:

09/29/06 DGM Review correspondence from Corporation Commission; draft letter to clients re: response *on next*

Professional Services Rendered:

Disbursements:

09/15/06 Postage.

09/29/06 Postage.

10/20/06 Postage.

Total Costs:

Total Amount of this Bill:

Balance Due:

Hours	Amount
-------	--------

0.20 45.00

0.20	\$45.00
------	---------

0.39

0.78

0.39

\$1.56

\$46.56

\$46.56

Equipment-Plus
P.O. Box 26455
Prescott Valley, Az. 86312

Phone # 928-772-8163 Fax 772-2815
Cell Phone 928-713-4212

Bill To:

Wilhoit/Dells Water Company
P.O. Box 870
Clarkdale, Az. 86324

Invoice No. 00000115

P.O. #
DATE 10/20/2006
PAGE # 1
VENDOR #

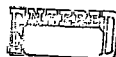
ROC106448

August 14, 2006



Wilhoit Dells Water Co.Inc.
P.O.Box 870
Clarkdale, AZ 86324

ITEM #	DESCRIPTION	QTY.	PRICE	UNIT	TOTAL
1000	Work Ordered By: Ernie Location: The Dells behind Flips Cafe Description of work: 1.dig up 2" water main valve and fix, leaking valve also set cement boxes and lid.. 2 dig up 3/4" water meter and raise, reset water box		\$375.00		\$375.00



Forman: Carroll Simons

\$375.00

We appreciate your business.

Sale: Wilhoit/Dells Water Company

Please send a check in the amount of \$300.00 for water property maintenance to:
K.L. Roth
21 Liberty Lane
Prescott, AZ. 86301

Thank You

Total due \$300.00

May 31, 2006

Wilhoit Dells Water Co.Inc.
P.O.Box 870
Clarkdale, AZ 86324

Please send a check in the amount of \$150.00 for water property maintenance to:
K.L. Roth
21 Liberty Lane
Prescott, AZ. 86301

Thank You

Past Due



July 5, 2006

Wilhoit Dells Water Co.Inc.
P.O.Box 870
Clarkdale, AZ 86324

Please send a check in the amount of \$150.00 for water property maintenance to:
K.L. Roth
21 Liberty Lane
Prescott, AZ. 86301

Thank You

Total due \$300.00



Equipment-Plus
P.O. Box 26455
Prescott Valley, Az. 86312

Phone # 928-772-6163 Fax 772-2815
Cell Phone 928-713-4212

Bill To:

Wilhoit/Dells Water Company
P.O. Box 870
Clarkdale, Az. 86324

Invoice No. 00000110

P.O. #

DATE 8/21/2006

PAGE # 1

VENDOR #

ROC106449

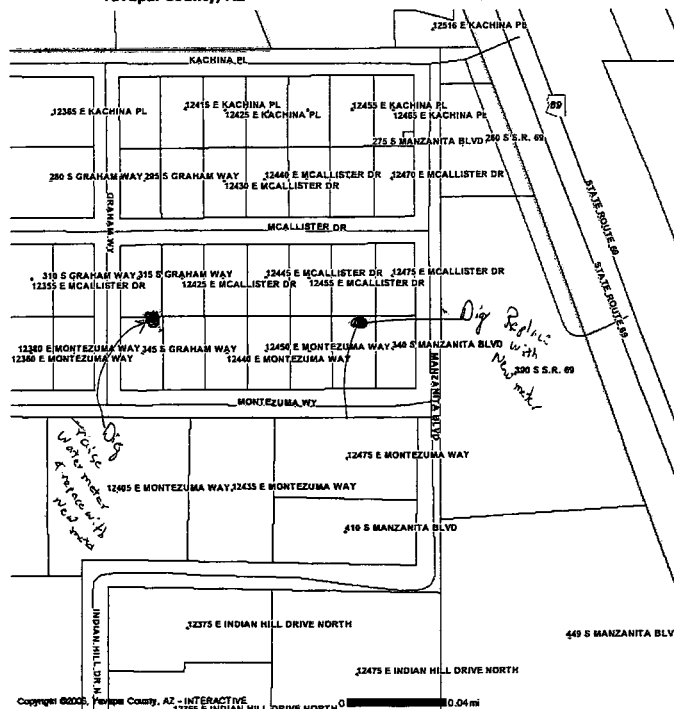
Close Window

Print Page

Save Map Image

Yavapai County, AZ

Printed: 8/21/2006



Map scale: 1 inch = 185 feet

Disclaimer: Yavapai County assumes no responsibility for errors, omissions, and/or inaccuracies in this mapping product.

http://mapserver.co.yavapai.az.us/interactive/print_map_process.asp?title=Yavapai+Count... 8/21/2006

PAUL T. GARDNER
PRESIDENT - SECRETARY
22713 S. ELLSWORTH RD., BLDG. A
QUEEN CREEK, ARIZONA 85242



22713 S. ELLSWORTH RD., BLDG. A
QUEEN CREEK, AZ 85242
PHONE (480) 987-3240 EXT. 11
FAX (480) 987-9326

DIRECTORS
ANDY BONNET
STANLEY BULLARD
WARRIN COLLINS
TROY DAY
PAUL T. GARDNER
BILL GARFIELD
STEVE GUDOVIC
ROBERT HANFORD
MICHAEL KLEINBERG
JOHN MINKUS SR.
DOUGLAS NELSON
ROBERT L. PRINCE



22713 S. Ellsworth Rd., Bldg. A
Queen Creek, AZ 85242
PHONE (480) 987-3240 Ext. 11
FAX (480) 987-9326

August 8, 2006

W.U.A.A'S FEDERAL TAX ID. #86-0459419

DELLS WATER CO.
MARY IZZO
P.O. BOX 870
CLARKDALE AZ 86324

SECOND NOTICE
2006 MEMBERSHIP DUES

name said the 1st notice Bm

REVENUE	CURRENT DUES
LESS THAN - 50,000.....	\$ 75
\$ 50,000 - 250,000.....	125
\$ 250,001 - 500,000.....	500
\$ 500,001 - 1,000,000.....	900
\$ 1,000,001 - 2,000,000.....	1,400
\$ 2,000,001 - 3,000,000.....	1,700
\$ 3,000,001 - 5,000,000.....	2,100
MORE THAN \$5,000,000.....	3,500
ASSOCIATE MEMBER.....	150
REVENUE FOR 2005.....	\$ 13422.00
AMOUNT OF DUES.....	\$ 7500

NOTE: PLEASE LIST ANY CHANGES BELOW:

Company Name _____ Phone _____
Represented by _____ FAX _____
Mailing Address _____
Zip _____

PLEASE RETURN THIS FORM WITH YOUR REMITTANCE FOR PROPER CREDIT

May 22, 2006

W.U.A.A'S FEDERAL TAX ID. #86-0459419

WILHOIT WATER COMPANY, INC.
ROBERT D. CONLIN
P.O. BOX 870
CLARKDALE AZ 86324

REVENUE	CURRENT DUES
LESS THAN - 50,000.....	\$ 75
\$ 50,000 - 250,000.....	125
\$ 250,001 - 500,000.....	500
\$ 500,001 - 1,000,000.....	900
\$ 1,000,001 - 2,000,000.....	1,400
\$ 2,000,001 - 3,000,000.....	1,700
\$ 3,000,001 - 5,000,000.....	2,100
MORE THAN \$5,000,000.....	3,500
ASSOCIATE MEMBER.....	150
REVENUE FOR 2005.....	\$ 12500
AMOUNT OF DUES.....	\$ 12500

NOTE: PLEASE LIST ANY CHANGES BELOW:

Company Name _____ Phone _____
Represented by _____ FAX _____
Mailing Address _____
Zip _____

PLEASE RETURN THIS FORM WITH YOUR REMITTANCE FOR PROPER CREDIT

PAUL T. GARDNER
PRESIDENT - SECRETARY
22713 S. ELLSWORTH RD., BLDG. A
QUEEN CREEK, ARIZONA 85242

BILL GARFIELD
VICE PRESIDENT-TREASURER
P.O. BOX 28008
PHOENIX, ARIZONA 85028



22713 S. Ellsworth Rd., Bldg. A
Queen Creek, AZ 85242

PHONE (480) 987-3240 Ext. 11
FAX (480) 987-9325

DIRECTORS
ANDY BONNET
STANLEY BULLARD
HARRY COLLINS
TIMOTHY EDWARDS
PAUL T. GARDNER
BILL GARFIELD
STEVE GUONIC
ROBERT HANFORD
MICHAEL KLEINBERG
ROBERT KUTA
JOHN MARLIK SR.
DOUGLAS NELSON
ROBERT L. PRINCE

Martin & Bell, L.L.C.
365 East Coronado Road, Suite 200
Phoenix, AZ 85004
(602) 236-0030

June 01, 2006

Invoice submitted to:

Glenarm Land Company
P.O. Box 870
Clarkdale AZ 86324

In Reference To: CONLIN.007/GLENARM.002
Wilhoit Water Company

Dear Water Company Owner/Manager:

Enclosed you will find an invoice for membership dues for 2006.

Your board members work hundreds of hours each year by working with various agencies, legislature and rule making entities to enable water companies to succeed. Your membership in our organization is important. If it weren't for your participation in our efforts, we would be unable to tell legislators that the WUAA represents 150 private water companies that serve water to nearly one million people statewide. It's one of the few ways your voice can be heard.

PLEASE NOTE: If you own or manage more than one water company, please pay your membership fee based on the company with the most revenue. The other companies will maintain gratis membership. List the name of the company that is to receive invoices in the future. Also list the names of the companies that are to be complimentary members as well.

Help us know a little more about your company by providing us with the information below.

COMPANY NAME: _____

CLASS: _____

NUMBER OF CUSTOMERS SERVED: _____

E-MAIL ADDRESS: _____

OTHER COMPANIES WITH GRATIS MEMBERSHIP

Thank you for your continued support.

Please complete the bottom portion of this letter and return it along with your Membership Dues Invoice and check to: WUAA
22713 S. Ellsworth Rd., Bldg. A
Queen Creek, AZ 85242

Professional Services:

	Hours	Amount
05/10/06 DGM Draft letter to David re: Statute of Limitations and preference issues; conference with David; review of statutes; revise correspondence.	1.00	\$225.00
Professional Services Rendered:	1.00	\$225.00

Disbursements:

04/28/06 Postage.		0.39
05/11/06 Postage.		1.85
Total Costs:		\$2.24

Total Amount of this Bill: \$227.24

Balance Due: \$227.24

Equipment-Plus
P.O. Box 26455
Prescott Valley, Az. 86312
Phone # 928-772-8163 Fax 772-2815
Cell Phone 928-713-4212

Bill To:
Wilhoit/Dells Water Company
P.O. Box 870
Clarkdale, Az. 86324

Invoice No. 00000087

P.O. #
DATE 2/24/2006
PAGE # 1
VENDOR #
ROC108449



ITEM #	DESCRIPTION	QTY.	PRICE	UNIT	TOTAL
1000	Work Ordered By: Ernie Job Location: 3003 Meadow Ln, The Dells, Yavapai County Type of Work: Dig up existing water meter and raise to proper level. Also dig up water main valve at Liberty Ln and Farra Ave.				\$350.00

Forman: Carroll Simons

\$350.00

We appreciate your business.

Sale: Wilhoit/Dells Water Company

Equipment-Plus
P.O. Box 26455
Prescott Valley, Az. 86312
Phone # 928-772-8163 Fax 772-2815
Cell Phone 928-713-4212

Bill To:
Wilhoit/Dells Water Company
P.O. Box 870
Clarkdale, Az. 86324

Invoice No. 00000081

P.O. #
DATE 2/10/2006
PAGE # 1
VENDOR #
ROC108449



ITEM #	DESCRIPTION	QTY.	PRICE	UNIT	TOTAL
1000	Work ordered by: Ernie Job Locations: 9 Wren Dr, and 2980 Meadows Ln, "The Dells" Prescott-Yavapai County Job Description: Dig in road an fix leaking 3/4" water line, and dig and install 3 water valve sleeves				\$410.00

Forman: Carroll Simons

\$410.

We appreciate your business.

Sale: Wilhoit/Dells Water Company

1,000.00

Bank of America 4th Qtr 2005

1,000.00

Quarterly Mgmt Fees

1/26/2006

8018

WILHOIT WATER COMPANY, INC.

Robert D Conlin

701.10 · Management Expense

WILHOIT WATER COMPANY, INC.

David A Conlin Jr

701.10 · Management Expense

Quarterly Mgmt Fee

1/26/2006

1,000.00

8019

Bank of America 4th Qtr 2005

1,000.00

K.P. Ventures Drilling & Pump Co.

P.O. Box 2411
2039 Quail Run Rd
Cottonwood, AZ 86326

Invoice

Date	Invoice #
12/16/2005	705

Bill To

Pat Conlin
634-3760/300-5771
P.O. Box 870
Clarkdale, AZ 86326

P.O. No.		Terms	Project
		Due on receipt	\$4,750.00
Description	Qty	Rate	Amount
6" Borehole Cornville	600	12.00	7,200.00T
6" Steel Casing	20	12.083	241.66T
6" Drive Shoe	1	100.00	100.00T
4.5" PVC Well Casing	500	4.15815	2,079.08T
4.5" PVC Well Casing Screen	100	5.8214	582.14T
Surface Seal Grout / Permits	1	400.00	400.00T
It's been a pleasure working with you!		Subtotal	\$10,602.88
14030		Sales Tax (4.1275%)	\$437.63
		Total	\$11,040.51
		Payments/Credits	\$-4,750.00
		Balance Due	\$6,290.51

14030

Martin & Bell, L.L.C.
365 East Coronado Road, Suite 200
Phoenix, AZ 85004
(602) 230-0030

December 29, 2005

Invoice submitted to:

Glenarm Land Company
P.O. Box 870
Clarkdale AZ 86324

In Reference To: CONLIN.007/GLENARM.002
Wilhoit Water Company

Professional Services:

12/13/05 DGM Telephone conference with McGuire re: rejection of offer.
12/14/05 DGM Draft letter to clients re: City position and revise.

Professional Services Rendered:

Hours	Amount
0.10	22.50
0.30	67.50
0.40	\$90.00

Disbursements:

11/03/05 Postage.	0.37
12/14/05 Postage.	0.74
Total Costs:	\$1.11

Total Amount of this Bill:

\$91.11

Previous Balance:

\$251.54

Balance Due:

\$342.65

P.O. Box 406
1020 WEST PALMOLINO ROAD
CHINO VALLEY, AZ 86323

12/27/2005



TELEPHONE (928) 636-2546
FAX (928) 636-2144
www.chinoaz.net

WILHOIT WATER CO., INC.
PO BOX 870
CLARKDALE AZ 86324-0870

BUSINESS LICENSE RENEWAL NOTICE

Please review the following information we have on your business. Please note any changes or additions, and return the signed form and payment to the Town Offices for processing. If you are no longer doing business in Chino Valley, please sign and return the form, so that we can update our records.

Business Information

Corporation Name or DBA: WILHOIT WATER CO., INC. Acct #: 203
Business Address: 408 S. MAIN STREET Business Phone: 520-634-3780
Mailing Address: PO BOX 870 CLARKDALE AZ 86324-0870
Business Fax: Business E-Mail:
Business Activity: WATER COMPANY YAVAPAI ESTATES Type of Ownership: CORPORATION
State Tax ID: 07138608G State License #:
Owner Name: INC. GLENARM LAND CO. Owner Phone: SAME
Owner Address: SAME SAME Manager Phone:
Manager Name: ROBERT CONLIN
Manager Address: SAME
Landlord Info: Leased: No Subleased: No

Amount Due \$ 54.00

FEES PAID AFTER 02/05/06 WILL BE SUBJECT TO A 100 % LATE FEE
MAKE CHECKS PAYABLE TO THE TOWN OF CHINO VALLEY

I certify that the information presented herein is true and correct to the best of my knowledge.

Signature: *[Signature]* Date: 01-04-06

☐ I am no longer doing business in Chino Valley.

Contract

Date	Contract#
7/28/2005	2262

K.P. Ventures Drilling & Pump Co.
P.O. Box 2411
2039 Quail Run Rd
Cottonwood, AZ 86326
Ph #928-639-1709 Fax #928-634-9336

Name / Address
Pat Conlin 634-3760/300-5771 P.O. Box 870 Clarkdale, AZ 86326

Chino - YE

Description	Qty	Rate	Total
6" Borehole, Cornville	500	12.00	6,000.00
6" Steel Casing	20	12.083	241.6
6" Drive Shoe	1	100.00	100.00
4.5" PVC Well Casing	400	4.15815	1,663.2
4.5" PVC Well Casing Screen	100	5.8214	582.1
Surface Seal Grout / Permits	1	400.00	400.00

Well prices are per foot. Total depths are estimated and may vary. Construction of the well may require installation of additional casing or liner. Owner shall be advised of any additional casing & costs, if any, before installation. We cannot guarantee water quality or quantity. Minimum drilling fee is for 100 feet. Test pumping is an additional fee. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon surties, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Balance due upon completion. 1 1/2% (18% per annum) 10 days from due date. Proposal prices are valid for a period of 30 calendar days. Deposit is NON-REFUNDABLE

Subtotal	\$8,987.06
Sales Tax (4.1275%)	\$370.94
Total	\$9,358.00
DEPOSIT	\$4,750.00

ACCEPTANCE OF PROPOSAL---The above prices, specifications and conditions are satisfactory.

Signature: _____

ILHOIT WATER COMPANY, INC.

Robert D Conlin
701.10 • Management Expense


Quarterly Mgmt Fees

4/5/2005

7637
1,000.00

Bank of America 1st Qtr 2005

1,000.00

 DELUXE BUSINESS FORMS 1+800-328-0304 www.deluxeforms.com

ILHOIT WATER COMPANY, INC.

David A Conlin Jr
701.10 • Management Expense


Quarterly Mgmt Fee

4/5/2005

7638
1,000.00

Bank of America 1st Qtr 2005

1,000.00

 DELUXE BUSINESS FORMS 1+800-328-0304 www.deluxeforms.com

ILHOIT WATER COMPANY, INC.

Floyd Chandler
405.10 · Refund Expense

Refund Acct [REDACTED]


4/5/2005

7640
239.00

Bank of America

Refund Acct [REDACTED]

239.00

 DELUXE BUSINESS FORMS 1+800-328-0304 www.deluxeforms.com

ILHOIT WATER COMPANY, INC.

James Mercado
405.10 · Refund Expense


Acct [REDACTED]

3/17/2005

7609
43.40

Bank of America

43.40

 DELUXE BUSINESS FORMS 1+800-328-0304 www.deluxeforms.com

OfficeMax

OfficeMax #1092

685 E. COTTONWOOD STREET
COTTONWOOD, AZ. 86326

(928) 639-9560

Tell us about your shopping experience
and enter to win 1 of 5 prizes at
www.officemax.com/store/survey

072782861025

\$13.99

Copier Label 1x2 100 Sheet

SubTotal

\$19.99

Tax 8.550%

\$1.71

TOTAL

\$21.70

Check

\$21.70

Check number 007754

Authorization 116530

9286391308

33440526

1092 00001 42189 5 07/11/05

00115707 11:42:34 AM

ORDER BY PHONE 1-877-OFFICEMAX

109200142100001071105001

7754

Quarterly Mgmt Fee

7/25/2005

7778
1,000.00

1,000.00

Quarterly Mgmt Fees

7/25/2005

7777
1,000.00

1,000.00

PAUL T. GARDNER
PRESIDENT
22036 S. ELLSWORTH RD.
QUEEN CREEK, ARIZONA 85242

BILL GARFIELD
VICE PRESIDENT-SECRETARY
P.O. BOX 29006
PHOENIX, ARIZONA 85038

CHARLES D. GARRISON
TREASURER
1042 N. MAIN
COTTONWOOD, ARIZONA 86326



22036 S. ELLSWORTH RD.
QUEEN CREEK, AZ 85242

PHONE (480) 987-3240
FAX (480) 987-9326

DIRECTORS
ANDY BONNET
STANLEY BULLARD
TIMOTHY EDWARDS
PAUL T. GARDNER
BILL GARFIELD
CHARLES D. GARRISON
STEVE GUDOVIC
ROBERT HANFORD
MICHAEL KLEMSKI
ROBERT KUTA
DOUGLAS NELSON
ROBERT L. PRINCE
MARY BETH ROWLAND
MICHAEL WEBER

August 22, 2005

W.U.A.A'S FEDERAL TAX I.D. #86-0459419

WILHOIT WATER COMPANY, INC.
ATTN: ROBERT D. CONLIN
P.O. BOX 870
CLARKDALE AZ 86324

2005 MEMBERSHIP DUES
2nd Notice

<u>REVENUE</u>	<u>CURRENT DUES</u>
LESS THAN - 50,000.....	\$ 75
\$ 50,000 - 250,000.....	125
\$ 250,001 - 500,000.....	500
\$ 500,001 - 1,000,000.....	900
\$ 1,000,001 - 2,000,000.....	1,400
\$ 2,000,001 - 3,000,000.....	1,700
\$ 3,000,001 - 5,000,000.....	2,100
MORE THAN \$5,000,000.....	3,500
ASSOCIATE MEMBER.....	150
REVENUE FOR 2004.....	\$ 119,651.00
AMOUNT OF DUES.....	\$ 125.00

NOTE: PLEASE LIST ANY CHANGES BELOW:

Company Name _____ Phone _____

Represented by _____ FAX _____

Mailing Address _____

_____ Zip _____

PLEASE RETURN THIS FORM WITH YOUR REMITTANCE FOR PROPER CREDIT

PAUL T. GARDNER
PRESIDENT
22036 S. ELLSWORTH RD.
QUEEN CREEK, ARIZONA 85242

BILL GARFIELD
VICE PRESIDENT-SECERTARY
P.O. BOX 29006
PHOENIX, ARIZONA 85038

CHARLES D. GARRISON
TREASURER
1042 N. MAIN
COTTONWOOD, ARIZONA 86326



22036 S. ELLSWORTH RD.
QUEEN CREEK, AZ 85242

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DIRECTORS

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MICHAEL KLEMSKI
ROBERT KUTA
DOUGLAS NELSON
ROBERT L. PRINCE
MARY BETH ROWLAND
MICHAEL WEBER

August 22, 2005:

W.U.A.A'S FEDERAL TAX I.D. #86-0459419

DELLS WATER CO.
ATTN: MARY IZZO
P.O. BOX 870
CLARKDALE AZ 86324

2005 MEMBERSHIP DUES

2nd Notice

<u>REVENUE</u>	<u>CURRENT DUES</u>
LESS THAN - 50,000.....	\$ 75
\$ 50,000 - 250,000.....	125
\$ 250,001 - 500,000.....	500
\$ 500,001 - 1,000,000.....	900
\$ 1,000,001 - 2,000,000.....	1,400
\$ 2,000,001 - 3,000,000.....	1,700
\$ 3,000,001 - 5,000,000.....	2,100
MORE THAN \$5,000,000.....	3,500
ASSOCIATE MEMBER.....	150
REVENUE FOR 2004.....	\$ 14702. ⁰⁰
AMOUNT OF DUES.....	\$ 75. ⁰⁰

NOTE: PLEASE LIST ANY CHANGES BELOW:

Company Name _____ Phone _____

Represented by _____ FAX _____

Mailing Address _____

_____ Zip _____

PLEASE RETURN THIS FORM WITH YOUR REMITTANCE FOR PROPER CREDIT

VILHOIT WATER COMPANY, INC.**7872**Robert D Conlin
701.10 • Management Expense

Quarterly Mgmt Fees

10/3/2005

1,000.00

Bank of America 3rd Qtr 2005

1,000.00

 DELUXE BUSINESS FORMS 1+800-328-0304 www.deluxeforms.com

VILHOIT WATER COMPANY, INC.**7873**David A Conlin Jr
701.10 • Management Expense


Quarterly Mgmt Fee

10/3/2005

1,000.00

Bank of America 3rd Qtr 2005

1,000.00

 DELUXE BUSINESS FORMS 1+800-328-0304 www.deluxeforms.com

HE
HE

Vern Kenyon
722 E Picacho Blvd
Chino Valley, AZ 86323-6640

WIL HOIT WATER

2005

1/13/05 RE-PAIR ROOF HR 1.0 \$7.50 →

~~1/29/05~~ 2/29/05 CUT + TRIM GRASS HR 1.0 \$7.50 →

3/19/05 CUT + TRIM (LOT) 1.5 \$11.25 →

4/18/05 CUT + TRIM BRKEN BRANCH \$20 \$5.00 →

4/25/05 CUT + TRIM 1.0 7.50 →

5/11/05 CUT + TRIM 1.0 7.50 →

~~5/18/05~~ 5/18/05 CUT TRIM FENCE LINE 10.5 \$11.25 →

5/21/05 CUT TRIM MAIL BOXES \$7.50 →

5/30/05 CUT TREE BRAC. → LOAD TRUCK \$50.00 →

OPEN 6/1/05 HAUL AWAY → GAS \$25.00 →

6/18/05 CLEANUP CUT WEEDS 1 HRS. \$7.50 →

6/28/05 CLEANUP + PICKUP BRANCHES 1 HRS. \$7.50 →

7/11/05 CLEANUP 1 HRS. \$7.50 →

7/24/05 CUT CLEAN UP 1 HRS. 7.50 →

8/2/05 CLEANUP YARD & FENCE 2 HRS. \$15.00 →

8/14/05 CUT YARD 1 HRS. \$7.50 →

8/27/05 CUT YARD + TRIM PICKUP 1 HRS. 7.50 →

9/6/05 CUT YARD + TRIM + FENCE 2 HRS. \$15.00 →

9/19/05 CUT YARD + TRIM + FENCE 2 HRS. 15.00 →

THE BIGGEST AM'T IS FOR
6-1-05

\$ 240.00

for year 2005

ANY ADDITIONAL CLEAN-UP FOR
THIS YEAR WILL BE FREE - DEPENDS ON THE WEATHER